

**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

**NOTICE TO  
 JOINT CONTRACT NO. 071B3001358  
 between  
 THE STATE OF MICHIGAN  
 And**

NAME & ADDRESS OF VENDOR  <b>SBC Global Services, Inc.          221 North Washington, Room 227          Lansing, MI 48933</b>	TELEPHONE Robert Weldon <b>(517) 334-3614</b> VENDOR NUMBER/MAIL CODE <div style="background-color: black; width: 100px; height: 15px;"></div> BUYER (517) 335-0462 <b>Christine Mitchell</b>
NAME & ADDRESS OF VENDOR  <b>Ann Ballinger          Norlight Telecommunications Incorporated          13935 Bishop's Drive          Brookfield, WI 53005</b>	TELEPHONE Robert Weldon <b>(517) 334-3614</b> VENDOR NUMBER <div style="background-color: black; width: 100px; height: 15px;"></div> BUYER (517) 335-0462 <b>Christine Mitchell</b>
NAME & ADDRESS OF VENDOR  <b>Huntington Williams, III          Merit Network, Inc.          4251 Plymouth Road, Suite 2000          Ann Arbor, MI 48105</b>	TELEPHONE Jennifer Wolf <b>(734) 764-9430</b> VENDOR NUMBER <div style="background-color: black; width: 100px; height: 15px;"></div> BUYER (517) 335-0462 <b>Christine Mitchell</b>
NAME & ADDRESS OF VENDOR  <b>Stephanie Copeland          Qwest Communications          1801 California Street, Room 34          Denver, CO 80202-1984</b>	TELEPHONE Mike Edwards <b>(866) 832-0002</b> VENDOR NUMBER <div style="background-color: black; width: 100px; height: 15px;"></div> BUYER (517) 335-0462 <b>Christine Mitchell</b>
Contract Administrator: Terrence O'Neil and Christine Mitchell <b>LINK MI – DIT Telecom/Statewide</b>	
CONTRACT PERIOD: From: <b>August 1, 2003</b> To: <b>July 31, 2009</b>	
TERMS <div style="text-align: center;"><b>N/A</b></div>	SHIPMENT <div style="text-align: center;"><b>N/A</b></div>
F.O.B. <div style="text-align: center;"><b>N/A</b></div>	SHIPPED FROM <div style="text-align: center;"><b>N/A</b></div>
MINIMUM DELIVERY REQUIREMENTS <div style="text-align: center;"><b>N/A</b></div>	

The terms and conditions of this Contract are those of ITB #071I2000305, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, terms and conditions indicated by the State herein and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$238,530,541.00**







DEPARTMENT OF MANAGEMENT AND BUDGET

ACQUISITION SERVICES

P.O. BOX 30026, LANSING, MI 48909

OR

530 W. ALLEGAN, LANSING, MI 48933

JOINT CONTRACT NO. 071B3001358

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF VENDOR  <b>Veronica Pellizzi, Senior Vice President-ESG Sales</b> <b>Verizon North Inc.</b> <b>1095 Avenue of the Americas, 15<sup>th</sup> Floor</b> <b>New York, NY 10036</b>	TELEPHONE
	VENDOR NUMBER <b>[REDACTED]</b>
	BUYER (517) 335-0462 <b>Christine Mitchell</b>

FOR THE VENDOR:

Verizon North Inc.

Firm Name

*Veronica Pellizzi*

Authorized Agent Signature

**Veronica Pellizzi**

Authorized Agent (Print or Type)

12/17/03

Date

FOR THE STATE:

*Sean Carlson*

Signature

**Sean Carlson**

Name

**Director, Acquisition Services**

Title

1/28/04

Date







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## CONTRACT #

This is Contract No. 071B3001358 ("MSC"), between SBC Global Services, Inc., a Delaware Company<sup>1</sup> ("SBC"), Qwest Communications Corporation, a Delaware corporation ("Qwest"), Merit Network, Inc., a Michigan corporation ("Merit"), Verizon North, Incorporated, a Wisconsin corporation ("Verizon"), and Norlight Telecommunications, Inc., a Wisconsin corporation ("Norlight") on behalf of themselves and as agents for their affiliates and subsidiaries providing services hereunder (individually and collectively "Contractor"), and the State of Michigan (the "State"), acting by and through the Department of Management and Budget ("DMB") for the Department of Information Technology ("DIT"). The effective date of this Contract is September 1, 2003 ("Effective Date"). For purposes of contract administration, references to "Contractor" generally refer to SBC as the single point of contact for the contractors. The terms and conditions described herein shall be applicable to all contractors and the relationship among the contractors is further defined in the Memorandum of Understanding, attached hereto as **Exhibit D**.

## INTRODUCTION

Access to high-speed telecommunication services is Michigan's most important technology infrastructure issue for the new century. Providing ubiquitous availability of the broadband infrastructure for the benefit of all citizens, businesses, schools, libraries, and other institutions is paramount to the economic growth of Michigan and its citizens. Additionally, government, education, health care organizations, and public safety organization would clearly benefit from this level of network availability. Successful delivery of these services cannot be provided by government alone, but requires a long term, mutually beneficial relationship between the public and private sectors. Shared risks and shared rewards is a core element to the effective ubiquitous delivery of product and services at an affordable price.

Launched in May 2001, the LinkMichigan effort is working to transform Michigan's telecommunications infrastructure into one of the most robust and advanced in the nation. The four-step approach includes aggregating statewide telecommunication purchases to create a high-speed backbone, implementing taxing and permitting fairness, increasing access to information about the telecommunication infrastructure that exists in Michigan, and providing funds for regional telecommunication planning of last mile solutions. The basis for the LinkMichigan project is a report produced by the Michigan Economic Development Corporation (MEDC) available at: <http://medc.michigan.org/cm/attach/94595AF5-BAE2-4BEE-856A-22DA8A130538/linkmichigan2.pdf>

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<sup>1</sup> "SBC" refers to, individually and collectively Michigan Bell Telephone Company, a Michigan corporation, SBC Internet Services, a registered d/b/a of: Ameritech Interactive Media Services, Inc., a corporation in Illinois, Indiana, Michigan and Ohio, Pacific Bell Internet Services, a corporation in California and Nevada, SNET Diversified Group, Inc., a Connecticut corporation, and Southwestern Bell Internet Services, a corporation in Arkansas, Missouri, Oklahoma and Texas, and a business name in Kansas (by Kansas PUC order) (individually and collectively, "SBC-IS"); SBC DataComm, Inc., a Delaware corporation, and SBC DataComm, a registered d/b/a of SWBT and PacBell (individually and collectively, "SBC DataComm"); (i) SBC Advanced Solutions, Inc., a Delaware corporation and (ii) Ameritech Advanced Data Services of Michigan, Inc., a Delaware corporation using the name SBC Advanced Solutions [(i) and (ii) individually and collectively "SBC-ASI"]; SBC Long Distance, a registered d/b/a of Southwestern Bell Communications Services, Inc., a Delaware corporation; SBC Telecom Inc., a Delaware corporation; and SNET America, Inc., a Connecticut corporation.



This Contract is designed to address the first component of LinkMichigan concerning the aggregation of statewide telecommunications purchases in order to leverage the creation of a high-speed backbone. Key components of this resulting contract include, but are not limited to:

- The State joining with a single integrator capable of forming a collective team to deliver needed telecommunications products and services to the State.
- In cooperation with various companies, the State will obtain assistance for a variety of telecommunications technologies, allowing the State and its agencies the flexibility to implement programs without technology restrictions.
- In union with the private sector, obtain service contracts for the migration of the communications infrastructure to higher speed digital technology, allowing a single network capable of transmitting voice, video, and data simultaneously.
- Obtain broadband access and services for geographically remote areas of the State.
- Provide reliable voice-grade communications to the end users in the most cost-effective manner and under terms that are in the best interests of the State and its citizens.
- Make available to various State users an assortment of communications options from which they may choose.
- Jointly with the single integrator, develop oversight and verification capabilities in areas of ordering and provisioning of services, network management and billing.
- Obtain a clear accounting trail with reference to services rendered to the State.
- Reduce to an absolute minimum any service disruptions or other situations that may negatively impact the End Users.
- Strive to provide the shortest lead-times possible in installing new services or modifying existing ones.
- Integrate support and delivery of existing network solutions with growth into new technologies that offer greater capabilities at less cost.
- Position State government as the anchor tenant to facilitate the build-out of high-speed bandwidth backbone and other needed infrastructure components.
- To the extent possible, make available the new Michigan Broadband Development Authority (MBDA) financing programs to assist and expedite the build-out of high-speed broadband infrastructure throughout Michigan.
- To the extent possible, provide expandable infrastructure that will allow for the growth of government bandwidth use.
- Throughout the Contract, jointly work to continue to reduce costs, reduce cycle time and provide better and faster service.

The statements appearing in this Introduction are intended to provide the background for and to be a general introduction to this Contract and are not intended to expand the scope of the Parties' obligations under this Contract or to alter the plain meaning of the terms and conditions of this Contract. However, to the extent the terms and conditions of this Contract are unclear or otherwise ambiguous, such terms and conditions are to be interpreted and construed in light of such statements.

## **1. DEFINITIONS**



## **1.1 Definitions**

Capitalized terms used in this Contract (including its Exhibits) shall have the meanings given below, unless the context requires otherwise:

“24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366<sup>th</sup> day in a leap year).

“Additional Service” means any functions and/or services within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. “Additional Service” does not include New Work.

“Amendment Labor Rates” means the schedule of fully-loaded hourly labor rates attached as **Exhibit Q**.

“Audit Period” has the meaning given in **Section 8.8(b)**.

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

“Central Office Facilities” means a business telephone service providing PBX style services over a broad coverage area. Such service may be provided through multiple switches or a single CO based switch.

“Central Office Facilities Type Services” means telephone services providing common PBX features including call forwarding, line hunting, group pickup, etc. Central Office Facilities services are also referred to as Centrex and Centranet service.

“Change Request” means a change to the Contract as defined in **Section 8.6**.



“CO” means local exchange Central Office; the LEC main facility termination location which houses switching equipment for the transport of communications services.

“Contract” has the meaning given in **Section 1.2**.

“Contract Change Notice” has the meaning given in **Section 8.6**.

“Contract Exhibits” means the Exhibits attached to, or referenced in, this Contract.

“Customer Premise Equipment (CPE)” means State-owned equipment located at individual state sites.

“Cutover” means the transfer of services from existing contractor services to new Contractor services and/or the introduction and initiation or conversion of Services to any location.

“Day” means a timeframe consisting of 24 hours for each 365 calendar days of the year (including the 366<sup>th</sup> day in a leap year).

“Deliverables” means all tangible embodiments of the Services delivered or to be delivered to the State under this Contract that are listed or described in any applicable Statements of Work, as such Exhibit and Statements of Work may be amended or added from time to time.

“Designated State Contact” means a State employee or other designee that has been given authority from the Contract Administrator to perform designated Contract Management functions.

“Developed Materials” means all custom developed software and other materials produced by Contractor or its Subcontractors for the performance of this Contract as specified in the Statements of Work and/or Operations Plan(s), including software program code, in both object code and source code forms, and all related materials, including designs, data models, database models, object models, program listings, flow charts, Application manuals, technical



manuals, training manuals, user manuals and operating procedures. The term “Developed Materials” does not include any pre-existing software, such as Standard Software or modifications thereto produced outside this Contract, but does include all modifications, enhancements and interfaces to either Standard Software or other pre-existing materials that are created in the performance of the Contract.

“DIT” means the Michigan Department of Information Technology.

“DMB” means the Michigan Department of Management and Budget.

“Default” has the meaning given in **Section 19.1**.

“Effective Date” has the meaning given in the Introduction to this Contract.

“End User” means the final recipient or user of Services.

F O.B. Destination means Free On Board Destination. Term indicating where the sellers responsibility ends and the buyers begins.

“Hours” means continuous duration of time based on a 24-hour clock.

“Including” means “including, without limitation,” wherever the word “including” appears in this Contract, whether or not such word is capitalized.

“Information” means all data and records developed or obtained during the performance of, or acquired or developed by reason of, the Contract, including but not limited to, all studies, reports, written and software data files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

“Information Technology (IT)” refers to the tools and processes used for gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not



limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.

“Inter-LATA” means all calls originated and terminated in different LATA’s.

“Intra-LATA” means all calls originated and terminated in the same LATA.

“ISDN” means Integrated Services Digital Network type service or related devices.

“LATA” means Local Access and Transport Area; geographic boundary established at the breakup of AT&T to define the boundaries between local exchange and inter-exchange carriers.

“LEC” means Local Exchange Carrier that provides telephone local exchange service.

“New Work” means all services, functions, products and materials that are requested in writing by the State to be provided by Contractor, which are outside the scope of Contractor’s responsibilities under all Statements of Work issued under this Contract that are in effect at the time the State’s request is made. Any services, functions, products and materials that are requested by the State to be provided by Contractor but which, although not specifically enumerated in any Statements of Work issued under this Contract that are in effect at the time the State’s request is made, are reasonably necessary in order for Contractor to complete performance of its obligations in accordance with the requirements and specifications of such existing Statements of Work, shall be considered to be in-scope Services, not New Work.

“On Time Installation Completion” means the State being notified installation is complete in accordance with the particular product/service technical specifications.

“Party” or “Parties,” whether or not capitalized, means one or all of the parties to this Contract, respectively, unless the context requires otherwise.



“Pass Through Charges,” whether or not capitalized, means regulatory charges mandated or authorized by State, Federal or Local Government to be passed on to End User as allowable by law and/or statute. Example: the State will pay universal services fund charges, but will not pay taxes of any form, as the State is tax exempt.

“Premises” means a State Location requiring service from the Contractor.

“Project” is a generic term referring to the complete set of activities, including the Services, to be undertaken and performed pursuant to this Contract.

“Services” means all of the services, functions, equipment, software and other products and materials (including Deliverables) to be performed or provided by Contractor and any of its Subcontractors under this Contract, as such Services are described in this Contract and any Exhibits and as such Services evolve, are enhanced and change over time as contemplated by this Contract, and including any services or functions not specifically described in this Contract that are reasonably required for the proper performance and provision of the Services.

“Service Deliverable” means any Deliverable identified in an applicable Statement of Work that is primarily a service.

“Stage” means a discrete phase of the Contract as described in **Exhibit E**, any portion of **Exhibit B** or any other Statements of Work added to this Contract.

“Standard Software” means the object code version of computer programs, and any related documentation (excluding maintenance diagnostics), provided by Contractor to the State (under reasonable and customary license terms and conditions acceptable to the State), that is either (i) owned by Contractor prior to the Effective Date, or (ii) owned by a third party, provided Contractor has obtained the legal right from the original licensor to license such Standard Software.



“State” means the State of Michigan, its Executive departments, divisions, agencies, offices, commissions, officers, employees and agents.

“State Location” means any State occupied structure.

“State Review Period” means the time period specified in the applicable Contract Exhibit during which the State is to complete its review and, as applicable, testing of a Deliverable for approval.

“Subcontractor” means a company to which Contractor delegates performance of a portion of the Services, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

“System Testing” means all of the testing of a Deliverable to be conducted by Contractor prior to turning over the Deliverable to the State for approval, as further described in **Section 6.3(a)(i)**.

“Technology” means the methods, procedures and associated equipment used to provide Services.

“User Acceptance Testing” (also referred to as “UAT”) means the testing of Deliverables to be carried out by the State with the support and assistance of Contractor to determine whether the Deliverables should be approved or accepted by the State.

“Warranty Period” has the meaning set forth in **Section 15.1**.

“Written Deliverable” shall have the meaning assigned in **Section 6.2**.

## **1.2 Other Definitions**

As used in this document, the term “Contract” (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract, including any



Statements of Work and other Exhibits hereto. Other capitalized terms used in this document shall have the meanings given in **Section 1.1**. Any other capitalized term used elsewhere in the Contract but not defined in **Section 1.1** shall have the meaning given it in the document or Contract Exhibit in which it is used.

## **2. CONTRACT STRUCTURE AND ADMINISTRATION**

### **2.1 Exhibits**

All Exhibits attached to and all Statement(s) of Work attached to or referencing this Contract are incorporated in their entirety into, and form part of, this Contract.

### **2.2 Statements of Work**

(a) The parties agree that the Services to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in separate Statements of Work executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until it is signed by both parties. Contractor shall perform the Services in accordance with this Contract, including the Statements of Work executed under it.

(b) Unless otherwise agreed by the parties, each Statement of Work will include, or incorporate by reference to the appropriate Contract Exhibit containing, the following information:

- a description of the Services to be performed by Contractor under the Statement of Work;



- a project schedule (including the commencement and completion dates for all tasks, subtasks (for all projects of sufficient duration and complexity to warrant sub task breakdown), and Deliverables);

- a list of the Deliverables to be provided, if any, including any particular specifications and acceptance criteria for such Deliverables, and the dates on which the Deliverables are scheduled to be completed and delivered to the State;

- all Deliverable prices and other charges associated with the Statement of Work, the overall fixed price for such Statement of Work and any other appropriate pricing and payment terms;

- a specification of Contractor's and the State's respective performance responsibilities with respect to the performance or completion of all tasks, subtasks and Deliverables;

- a listing of any Key Personnel of Contractor and/or its Subcontractors for that Statement of Work and any future Statements of Work.

- any other information or provisions the parties agree to include.

(c) Reserved.

(d) The initial Statements of Work, as of the Effective Date, are attached to this Contract as **Exhibit B** and its several parts.

### **2.3 Issuing Office**

This Contract is issued by the State of Michigan DMB, Office of Acquisition Services ("Office of Acquisition Services") and DIT (collectively, including all other relevant State of Michigan departments and agencies, the "State"). The Office of Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the



Services described. The Office of Acquisition Services is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract. The Buyer within the Office of Acquisition Services for this Contract is:

Christine Mitchell, Buyer Specialist  
Office of Acquisition Services  
Department of Management and Budget  
Mason Bldg, 2<sup>nd</sup> Floor  
PO Box 30026  
Lansing, MI 48909  
michelc@michigan.gov  
(517) 335-0462

#### **2.4 Contract Administrator**

Upon receipt at the Office of Acquisition Services of the properly executed Contract, it is anticipated that the Director of Acquisition Services, DMB will direct that the person named below, or any other person so designated, be authorized to administer the Contract on a day-to-day basis during its term. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of such Contract. That authority is retained by the Office of Acquisition Services. The Contract Administrator for this Contract is:

Christine Mitchell, Buyer Specialist  
Office of Acquisition Services  
Department of Management and Budget  
Mason Bldg, 2<sup>nd</sup> Floor  
PO Box 30026  
Lansing, MI 48909

and

Terrence O'Neil  
Telecommunications Services  
Department of Information Technology



608 West Allegan, 1<sup>st</sup> floor  
Lansing, MI 48933

## **2.5 Reference to Days**

All references in this Contract to days shall be calendar days unless otherwise specified.

## **2.6 Ordering**

- (a) Any services to be furnished under this Contract shall be ordered by issuance of written Purchase Orders/Blanket Purchase Order by the State after approval by the Contract Administrator or his/her designee. Such orders may be issued from the Effective Date through six years and any subsequent renewals. All orders are subject to the terms and conditions of this Contract. In the event of conflict between an order and this Contract, the Contract shall take precedence as stated in **Section 25.3**. In no event shall any additional terms and conditions contained on a Purchase Order/Blanket Purchase Order be applicable, unless specifically contained in that Purchase Order/Blanket Purchase Order's accompanying Statement of Work.
- (b) As a possible future mode of operation the Contractor and the State will work to develop an electronic ordering process, which may include an interactive website.
- (c) DIT will continue to oversee the use of this Contract by End Users. DIT may, in writing, delegate to agencies the authority to submit requests for certain services directly to the Contractor. DIT may also designate, in writing, some services as non-delegated and require DIT review and approval before agency acquisition. DIT will use Contractor provided management reports and periodic random agency audits to monitor and administer contract usage for delegated services.



### **3. CONTRACT OBJECTIVES AND SCOPE**

#### **3.1 Objectives**

(a) Through its competitive bid process, the State has selected SBC as the commercial vendor to coordinate the provision of the products and services generally described in the Invitation to Bid # 071I2000305, dated June 24, 2002.

The State expects SBC and its team, consisting of Qwest, Verizon, Merit, and Norlight, to provide the products and services required in this Contract. Those products and services initially fall within one or more categories consisting of Audio Conferencing, Central Office Facilities, Long Distance Service, Internet Service Provision, Payphones Operations, Video Conferencing, Toll Free Telephone Service, Wide Area Networking, Help Desk Services, and Invoicing Services. However, it remains the State's intent to continue examining whether other telecommunication and network subject areas that were originally considered in ITB#071I2000305 might be added to this Contract at some future date if desired by the State and agreed to by the Contractors. Each service area is driven by a Statement of Work, attached as Exhibits to this Contract, to be performed during the Contract.

The State expects to monitor performance through the measuring, monitoring and reporting of the service levels identified within the Contract. Through this measurement and monitoring process, the State and Contractors will work to improve service levels and the delivery of telecommunications services to the State and its extended partners. Through this Contract, the State's requirement for a single integrator capable of forming a collective team to meet the State's needs will be achieved.



In addition, the State expects this Contract to improve access to high-speed telecommunication services within the geographical State of Michigan. The solution provided by the SBC lead team of service providers will facilitate the development of a robust telecommunications infrastructure throughout the State. Through State, regional, and local government aggregation of demand, this Contract provides an opportunity for the Contractors to operate, manage, and in some cases, own the infrastructure. Such aggregation provides for a cost effective, process efficient, and customer centric solution.

### **3.2 Interpretation**

**Section 3.1** is intended to provide background and context for this Contract and is not intended to expand the scope of the Parties' obligations under this Contract or to alter the plain meaning of the terms and conditions of this Contract. However, to the extent the terms and conditions of this Contract are unclear or otherwise ambiguous, such terms and conditions are to be interpreted and construed in light of the provisions of **Section 3.1**.

### **3.3 New Services**

Contractor shall inform the State of instances where new services or products may be considered for inclusion in this Contract. If the State determines that such New Work or Additional Services are necessary, then such services or products may be added/approved for this Contract pursuant to **Section 8.6**.

## **4. LEGAL EFFECT AND TERM**

### **4.1 Legal Effect**



Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract until Contractor is notified in writing that this Contract has been approved by the State Administrative Board and the Michigan Department of Attorney General, and approved and signed by all the parties. The total liability of the State under this Contract is limited in accordance with the terms and conditions of this Contract.

#### **4.2 Contract Term**

This Contract is for a period of six (6) years commencing on September 1, 2003 and ending on August 31, 2009. All outstanding Purchase Orders shall also expire on August 31, 2009, unless otherwise extended pursuant to the Contract. This Contract may be renewed in writing by mutual agreement of the parties not less than sixty (60) days before its expiration. The Contract may be renewed for up to four (4) additional one (1) year periods.

#### **4.3 Severability**

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect. If the removal of an invalid provision would strike at the heart of the Services to be provided under this Contract, then the parties will negotiate in good faith to substitute for such invalid provision a mutually acceptable provision consistent with the original intention of the parties.

#### **4.4 Relationship of the Parties**



The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor nor any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Each party will be responsible for the management, direction and control of its employees, and such employees will not be employees of the other party. Accordingly, each party will be responsible for all federal, state, and local taxes and assessments related to its employees, such as taxes associated with social security, unemployment compensation, and workers' compensation.

#### **4.5 Technology & Pricing Review**

The State reserves the right to complete a technology and pricing review ("Review") 18, 36, 54, 72 and 90 months (if applicable) following Effective Date, to allow for upgrades in equipment and/or service as necessary and update pricing models accordingly. The State may also use this opportunity to examine new technologies and/or service areas. Requested updates may include increases or decreases in price and/or service level, and may be accompanied by supporting information indicating market support of proposed modifications. The documentation, if provided or requested will be used to evaluate whether charges and services for substantially similar services for each Statement of Work remain competitive. Each aggregate sum of Statement of Work services will be measured based on similar volumes and service levels. Resulting amendments may include: economic adjustments, equipment, software



or service updates, revision in overall revenue commitments, exercise of contract extension options, the addition of New Work or Additional Services or a combination of any of the above.

(a) The State may request a Review upon thirty (30) days written notice that specifies the Technology and/or Services being reviewed. At the Review, each party may present supporting information including a representative sample derived from substantially similar Services with respect to volume, nature of services, service levels and technology indicating market support of proposed modifications and/or documentation regarding new technologies, service areas, or changes in existing technologies. Supporting information may include information created by, presented, or received from third parties.

(b) Following presentation of supporting information, both parties will have thirty (30) days to review the supporting information and prepare any written response. Written responses shall be provided to each party and may be reviewed by a mutually agreed third party.

(c) In the event a Review indicates no need for modifications of any type, contract requirements and pricing will remain unchanged unless mutually agreed by the parties. However, if a Review indicates changes may be recommended, each party will negotiate in good faith to mutually beneficial contract changes, if necessary, within thirty (30) days unless extended by mutual agreement of the parties.

(d) If the supporting information indicating market conditions dictates a reduction in prices or increase in service levels and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one (1) year extension that has not previously been exercised; provided that Contractor agrees to the extension.

(e) If the supporting information indicating market conditions dictates a reduction in prices or increase in service levels and the parties are unable to reach agreement, then the



Minimum Revenue Commitment, **Section 10.1(e)**, may be reduced by a percentage equal to the amount the Statement of Work in question contributes to the total annual amount paid to Contractor.

(f) This clause is in no way intended to replace or interfere with the exercise of the **Section 8.5** or **Section 3.3**, which can be utilized at any time. Any changes resulting from the technology and pricing review will be implemented through issuance of a change order pursuant to **Section 8.6**.

## **5. CONTRACTOR PERSONNEL AND THIRD PARTIES**

### **5.1 Contractor Personnel**

(a) **Personnel Qualifications.** All persons assigned by Contractor to the performance of Services under this Contract shall be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and shall be fully qualified to perform the work assigned to them. Contractor shall include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role shall be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

#### **(b) Key Personnel.**

(i) In discharging its obligations under this Contract, Contractor shall provide the named Key Personnel on the terms indicated. **Exhibit C** provides an organization chart showing the roles of certain Key Personnel.



(ii) Key Personnel shall be dedicated as defined in **Exhibit C** to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(iii) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. Additionally, the State's request shall be based on legitimate, good-faith reasons. Proposed alternatives for the individual denied, shall be fully qualified for the position.

(iv) Contractor shall not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. If the Contractor does remove Key Personnel without the prior written consent of the State, it shall be considered an unauthorized removal ("Unauthorized Removal"). It shall not be considered an Unauthorized Removal if Key Personnel must be replaced for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. It shall not be considered an Unauthorized Removal if Key Personnel must be replaced because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides thirty (30)



days of shadowing unless parties agree to a different time period. The Contractor with the State shall review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its rights under **Section 19.1**.

(v) It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 19.1**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount shall be \$50,000.00 per individual provided Contractor identifies a replacement approved by the State pursuant to **Section 5.1** and assigns the replacement to the Project to shadow the Key Personnel s/he is replacing for a period of at least thirty (30) days prior to such Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least thirty (30) days, in addition to the \$50,000.00 liquidated damages for an Unauthorized Removal, Contractor shall pay the amount of \$1,666.67 per day for each day of the thirty (30) day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$50,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide thirty (30) days of shadowing shall not exceed \$100,000.00 per individual.



(c) Re-assignment of non-Key Personnel. Prior to re-deploying to other projects, at the completion of their assigned tasks on the Project, teams of its non-Key Personnel who are performing Services on-site at State facilities or who are otherwise dedicated primarily to the Project, Contractor will give the State at least ten (10) Business Days notice of the proposed re-deployment to give the State an opportunity to object to the re-deployment if the State reasonably believes such team's Contract responsibilities are not likely to be completed and approved by the State prior to the proposed date of re-deployment.

(d) Re-assignment of Personnel at the State's Request. The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement personnel for the removed person shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with removed personnel results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 7.6** for a time as agreed to by the parties.

(e) Staffing Levels.

(i) All staff requirements not specified in the applicable Statement of Work or State-approved project plan as State personnel will be supplied by Contractor. This includes secretarial, clerical and Contract administration support staff necessary for Contractor to perform its obligations hereunder.



(ii) Contractor shall provide sufficient personnel resources for the completion of Contract tasks indicated in Contractor's project plan approved by the State. If the level of personnel resources is insufficient to complete any Contractor Contract tasks in accordance with the Contract time schedule as demonstrated by Contractor's failure to meet mutually agreed to time schedules, Contractor shall promptly add additional qualified personnel resources to the performance of the affected tasks, at no additional charge to the State, in an amount sufficient to complete performance of Contractor's tasks in accordance with the Contract time schedule.

(f) Personnel Turnover. The Parties agree that it is in their best interests to keep the turnover rate of employees of Contractor and its Subcontractors who are performing the Services to a reasonable minimum. Accordingly, if the State determines that the turnover rate of such employees is excessive and so notifies Contractor, Contractor will meet with the State to discuss the reasons for the turnover rate and otherwise use commercially reasonable efforts to minimize such turnover rate. If requested to do so by the State, Contractor will submit to the State its proposals for reducing the turnover rate to an acceptable level. In any event, notwithstanding the turnover of personnel, Contractor remains obligated to perform the Services without degradation and in accordance with the State-approved Contract schedule.

(g) Location. All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.



## **5.2 Contractor Identification**

Contractor employees shall be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

## **5.3 Cooperation with Third Parties**

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel, and, as reasonably requested by the State, to provide to the State's agents and other contractors with reasonable access to Contractor's Project personnel, systems and facilities to the extent they relate to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities and provided Contractor receives reasonable prior written notice of such request. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with such requests for access.

## **5.4 Subcontracting by Contractor**

(a) Contractor shall have full responsibility for the successful performance and completion of all of the Services. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services.



(b) Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Office of Acquisition Services has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 7.6** for a time agreed upon by the parties. In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing contained in such contracts prior to providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State



and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit M** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

(c) Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 5.1, 7, 8.8, 13, 14, 15.1, 15.3, 16, 24.1, 24.4, and 25.7** in all of its agreements with any Subcontractors.

#### **5.5 Contractor Responsibility for Personnel**

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services.

### **6. DELIVERY AND ACCEPTANCE OF DELIVERABLES; HOLDBACK**

#### **6.1 Delivery Responsibilities**

Unless otherwise specified within an individual order, the following shall be applicable to all orders issued under this Contract.

(a) **SHIPMENT RESPONSIBILITIES** - Services performed under this contract shall be delivered "F.O.B. Destination, within Government Premises." The Contractor shall have complete responsibility for providing all contracted services to all site(s). Actual delivery dates will be specified on the individual purchase order.



(b) **DELIVERY LOCATIONS** - Services will be performed at every State of Michigan office location within Michigan. Specific locations will be provided by the State or upon issuance of individual purchase orders.

## **6.2 Delivery of Deliverables**

(a) The Statements of Work contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Service Deliverable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

(b) Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities and System Testing to verify that the Deliverable is complete and in conformance with its specifications listed in the applicable Statement of Work. Prior to delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, and (4) the Deliverable is in a suitable state of readiness for the State's review and approval.

## **6.3 Contractor System Testing**

(a) Contractor will be responsible for System Testing each System not in use or substantially modified upon Effective Date unless the State requests such System testing in Contractor's development environment prior to User Acceptance Testing and approval.



(b) Within five (5) Business Days following the completion of System Testing pursuant to **Section 6.3(a)**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs at State Locations, the State shall be entitled to observe or otherwise participate in testing under this **Section 6.3** as the State may elect.

#### **6.4 Approval of Deliverables, In General**

(a) All Deliverables (Written Deliverables and Service Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications which, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed.

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have



started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with **Section 6.2(b)**.

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable, the State may:

(i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. If the Statement of Work contributes to the MRC, then the MRC shall be equitably adjusted to reflect the reduction in Services. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.



(f) The State, at any time and in its reasonable discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with **Section 6.5 and 6.6**, as the case may be.

#### **6.5 Process for Approval of Written Deliverables**

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor,



the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

## **6.6 Process for Approval of Service Deliverables**

The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work (failing which the State Review Period, by default, shall be thirty (30) Business Days for a Service Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

## **6.7 Final Acceptance**

"Final Acceptance" of each Deliverable shall be considered to occur when each Deliverable has been approved by the State and has been operating in production without any material deficiency for thirty (30) Business Days. Payment will be made for Services installed



and accepted. Upon acceptance of a Service the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

## **7. PERFORMANCE**

### **7.1 Performance, In General**

The State hereby engages Contractor to execute the Contract and perform the Services, and Contractor undertakes to execute and complete the Contract and Services in their entirety in accordance with the terms and conditions of this Contract and with the participation of State representatives as specified in this Contract.

### **7.2 Time of Performance**

(a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables in accordance with the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 7.2(a)**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Contract Deliverables or tasks on the scheduled due dates set forth in the latest State-approved delivery schedule and, in such event, shall inform the State of the projected actual delivery date.

(c) If Contractor believes that a delay in performance by the State has caused or will cause Contractor to be unable to perform its obligations in accordance with specified Contract time periods, Contractor shall notify the State in a timely manner and shall use commercially



reasonable efforts to perform its obligations in accordance with such Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent such delay is caused by the State.

**7.3 Liquidated Damages.** The parties acknowledge that the late installation of the CBDS III network will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any such delay. Therefore, Contractor and the State agree that in the case of any such late installation in respect of which the State does not elect to exercise its rights under **Section 19.1**, the State may assess liquidated damages against Contractor as specified in this **Section 7.3**.

If Contractor fails to convert CBDS II Backbone to CBDS III Core Sites as specified in **Exhibit E**, then the State shall be entitled to collect liquidated damages in the amount of \$100,000.00 and an additional \$5,000.00 per day for each day Contractor fails to complete conversion thereafter.

#### **7.4 Problem Management Standards**

Problem management standards applicable to Contractor's performance of Services under this Contract (collectively, "Problem Management Standards"), are governed by this Contract and the Statements of Work.

#### **7.5 Reserved**



## **7.6 Service Level Agreements (SLAs)**

(a) SLAs will be completed with the following operational considerations:

(i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has occurred as defined in **Section 18.2**; provided, however, that for redundantly diversely routed physical locations unscheduled cable cuts by SBC will not suspend the calculation of the applicable SLA.

(ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification and/or coordination.

(iii) SLAs will not apply if the applicable incident could have been prevented through capacity planning proposed by Contractor and not implemented at the request of the State. In order to invoke this consideration, complete engineering support documentation relevant to the denied capacity planning proposal must be presented to substantiate the proposal.

(iv) Time period measurements will be based on the time received by the LinkMichigan Center and the time that the State receives notification of ticket resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following (“Stop-Clock Conditions”):

1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification resolution.

2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.



(b) Chronic Failure for any Service(s) will be defined as three (3) unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling thirty (30) day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three (3) additional months. The termination of the Service will not effect any tiered pricing levels. If the terminated Service is part of the MRC, then the MRC will be equitably adjusted to reflect the reduction of Services.

(c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on other Services when requested by the Contract Administrator. Contractor will provide its analysis within two (2) weeks of outage(s) and provide a recommendation for resolution.

(d) If no SLA applies to a given Service where an applicable Tariff exists, then the SLA provided by the Tariff will apply.

(e) All decimals shall be rounded to two decimal places with 5 and greater rounding up and 4 and less rounding down unless otherwise specified.

## **7.7 Bankruptcy**

If Contractor shall file for protection under the bankruptcy laws, or if an involuntary petition shall be filed against Contractor and not removed within thirty (30) days, or if the Contractor becomes insolvent, be adjudicated bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver shall be appointed due to its insolvency, and Contractor and/or its affiliates are unable to provide reasonable assurances that Contractor



and/or its affiliates can deliver the services provided herein, the State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the “Work in Process” and finish such Works in Process by whatever appropriate method the State may deem expedient, except it shall not apply to the public network equipment and facilities. Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

To secure the State’s progress payments prior to the delivery of any services or materials required for the execution of Contractor’s obligations hereunder, and any work which Contractor may subcontract in the support of the performance of its obligations hereunder, shall vest in the State to the extent the State has made progress payments hereunder.

## **8. PROJECT AND CONTRACT MANAGEMENT**

### **8.1 Contract Management Responsibility**

(a) Contractor shall have overall responsibility for managing and successfully performing and completing the Services, subject to the overall direction and supervision of the State, and with the participation and support of the State as specified in this Contract. Contractor’s duties will include monitoring and reporting the State’s performance of its participation and support responsibilities (as well as Contractor’s own responsibilities) and providing timely notice to the State in Contractor’s reasonable opinion if the State’s failure to perform its responsibilities in accordance with **Exhibit E** (Project Plan) is likely to delay the timely achievement of any Contract tasks.



(b) The Services will be provided by the Contractor either directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service, the Contractor will act as a single point of contact coordinating these entities to meet the State's need for Services. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

## **8.2 Contract Management Procedures**

Contract Management procedures will be governed by the Contract and the applicable Statements of Work and **Exhibit D** (Memorandums Of Understanding).

## **8.3 Reports and Meetings**

(a) Reports. Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. It is anticipated that such reports might:

- (i) separately address Contractor's performance in each area of the Services;
- (ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;
- (iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;
- (iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;



(v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;

(vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.

(vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.

(viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.

(ix) set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

(b) **Meetings.** Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.

#### **8.4 System Changes**

Contractor is not responsible for and not authorized to make changes to any State systems without express written authorization from the State. Any changes Contractor makes to State



systems with the State's approval shall be done in accordance with applicable State procedures, including security, access and configuration management procedures.

## **8.5 Modification of Service**

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services. The Contractor shall provide a change order process and all requisite forms. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

(a) Within five (5) Business Days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional or reduced cost to the Contractor in implementing the Change Request less any savings realized by the Contractor as a result of implementing the Change Request. To the extent applicable, Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the Change Request and the reason for any deviation from the rates listed in **Exhibit Q**.



(b) If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the Change Request described therein. The Contractor will not implement any Change Request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any Change Request or change notice except as provided explicitly in an approved change notice.

(c) If the State does not accept the Contractor's proposal, the State may:

(i) withdraw its Change Request; or

(ii) modify its Change Request, in which case the procedures set forth above will apply to the modified Change Request.

If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State before commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.

If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then prior to performing such services or function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is



entitled to additional compensation for performing that service or function. If the Contractor does so notify the State, then such a service or function shall be governed by the Change Request procedure set forth in the preceding paragraph. In the event prices or service levels are not acceptable to the State, the additional work shall be subject to competitive bidding based upon the specifications.

(d) If the State proposes to acquire New Work or Additional Services for telecommunication and network service areas originally in ITB#071I2000305, Contractor will have the first right to provide a proposal under this Section before the State seeks other proposals.

## **8.6 Change Requests**

### **(a) State Change Requests.**

(i) If the State should require Contractor to perform New Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(ii) Upon receipt of a Change Request, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be



of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(iii) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice shall be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(iv) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice.

(v) If the State requests or directs Contractor to perform any activities that Contractor believes constitute a Change, Contractor must notify the State that it believes the requested activities are a Change prior to commencing the performance of the requested activities. If Contractor fails to so notify the State prior to commencing performance of the requested activities, such activities shall be considered to be performed gratuitously by Contractor, and Contractor shall not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities. If Contractor commences performance of gratuitous services outside the scope of this Contract and subsequently elects to stop performing such out-of-scope services, Contractor must, at the request of the State, back out or reverse any changes resulting from such performance that would adversely affect the Contract.

(b) Contractor Change Requests.



(i) Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract. Contractor's proposal for such Change shall be in writing and reasonably detailed. The procedures described in this Section shall apply to any such proposal.

(ii) Upon receipt of a Change Request from the Contractor, the State shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Services. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services.

(iii) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice shall be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(iv) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice.

(v) In the event the Contractor requested change involves the modification of Pass Through Charges, found in Exhibit A, the requested change shall be accepted for contract amendment, unless unauthorized charges have been included in the replacement exhibit. For example, taxes of any kind shall be considered unauthorized and will be rejected.



## **8.7 Management Tools**

Contractor will use an automated tool for planning, monitoring and tracking the Contract's progress. In addition, Contractor shall use automated project management tools as reasonably necessary to perform the Services, which tools shall include the capability to produce through the end of the Contract: (i) staffing tables with names of personnel assigned to Contract tasks, (ii) project plans showing tasks, subtasks, Deliverables and the resources required and allocated to each (including detailed plans for all Services to be performed within the next sixty (60) days, updated semi-monthly) and (iii) graphs showing critical events, dependencies and decision points during the course of the Contract. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State's standard to the extent such information is described with reasonable detail in the Statements of Work and to the extent the related work is of sufficient project complexity and duration to warrant such reporting. For example, it is expected that a project of the magnitude of CBDSIII will include such level of detail reporting, whereas the installation of 100 Centrex lines may not.

## **8.8 Records and Inspections**

(a) **Inspection of Work Performed.** The State's authorized representatives shall at all reasonable times and with fifteen (15) Business Days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress.



Upon Fifteen (15) Business Days prior written notice and during business hours, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable access to facilities and assistance for the State's representatives so long as no security, labor relations policies and propriety information policies are violated.

(b) Examination of Records. No more than once per year, Contractor agrees that the State, including its duly authorized representatives, until the expiration of three (3) years after final payment of all amounts due under this Contract and all pending matters are closed (collectively, the "Audit Period"), shall, upon thirty (30) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the terms and conditions of this Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of this Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with this Contract.

(c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including information pertaining to this Contract and to the Services, equipment, and commodities provided under this Contract)



pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

### **8.9 Binding Commitments**

Representatives of Contractor identified in **Exhibit H** shall have the authority to make binding commitments on Contractor's behalf within the bounds set forth in such table.

Contractor may change such representatives from time to time upon written notice.

## **9. STATE RESPONSIBILITIES**

### **9.1 State Performance Obligations**

(a) **Personnel.** The State shall provide adequate resources to perform the State's tasks described herein. If the State, or any of its vendors or agents, fails to provide such personnel resources, Contractor will use commercially reasonable efforts (subject to **Section 9.2**) to perform its obligations notwithstanding such failure and to otherwise work around and mitigate the adverse effects of such failure. If Contractor reasonably believes that the State's failure to comply with this **Section 9.1** has interfered with, delayed or impeded Contractor's performance, Contractor may propose to the State a Change pursuant to **Section 8.6**. Contractor will not be in default for a delay in performance to the extent such delay is caused by the State.



(b) Equipment and Other Resources. To facilitate Contractor's performance of the Services, the State shall provide to Contractor such equipment and resources as identified in the Statements of Work or other Contract Exhibits as items to be provided by the State.

(c) Facilities. The State shall designate space as long as it is available, to house Contractor's personnel whom the parties agree will perform the Services at State facilities (collectively, the "State Facilities"). Such State Facilities shall be of the same or similar kind and quality provided to the State's own employees. Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing shall observe and comply with all rules and regulations relating to, each of the State Facilities (including hours of operation) used by Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for Contractor's use, or to which Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

(d) Return. Contractor shall be responsible for returning to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

## **9.2 Savings Clause**

Except as otherwise provided in **Section 20**, the State's failure to perform its responsibilities set forth in this Contract shall not be deemed to be grounds for termination by Contractor. However, Contractor will not be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by nonperformance of the State's obligations under this Contract, provided Contractor provides the



State with reasonable written notice of such nonperformance and Contractor uses commercially reasonable efforts to perform notwithstanding the State's failure to perform. In addition, if the State's nonperformance of its responsibilities under this Contract materially increases the time required for Contractor's performance or Contractor's cost of performance, Contractor shall be entitled to seek an equitable extension via the Change Request process described in **Section 8.6**.

### **9.3 Reserved.**

**9.4 Security.** Various End Users have specific access and security requirements. Contractor must adhere to End User's access and security policies, including, but not limited to, background checks, Contractor identification, and drug testing to the extent permissible by State and Federal law.

## **10. FINANCIAL**

### **10.1 Pricing**

(a) **Fixed Prices for Services.** Each Statement of Work issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services and items to be provided hereunder, and the associated payment milestones and payment amounts. To the extent the parties agree that certain specific Services will be provided on a time and materials basis, such Services shall be provided at the Amendment Labor Rates (**Exhibit Q**). Notwithstanding the firm, fixed price limitation, the Contractor may pass-through certain tax-like surcharges, surcharges and permissive pass-throughs only if specified in **Exhibit A**. If a pass-through charge is not specifically identified in **Exhibit A**, then the State will not be



liable for payment of the billed pass-through. New or adjusted pass-through charges will be added to or amended in **Exhibit A** pursuant to **Section 8.6**.

(b) **Adjustments for Reductions in Scope of Services.** If the scope of the Services under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope, using the rates in **Exhibit Q** unless specifically identified in an applicable Statement of Work. If the Services reduced are part of the MRC, then the MRC will be equitably reduced to reflect the reduction in Services.

(c) **Services Covered.** For all Services, functions and items provided or to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

(d) **Labor Rates.** All time and material charges will be at the rates specified in **Exhibit Q**.

(e) **Charges.** The State will guarantee a minimum level of revenue for this Contract over the Contract term ("MRC"). All payments made for this Contract by the Department of Information Technology (DIT) will be applied against the MRC. In the event that the State exercises its rights under **Section 19.1, 19.3, 19.4, and/or 19.5**, then the State shall not be subject to any termination penalty for failure to meet the MRC.

The MRC for the Contract is \$44,500,000.00 and shall be paid on the Contract over the Contract term. Until the MRC is completely paid, subject to adjustments, Contractor will provide a report covering the amount the State has paid against the MRC.

(f) **Fraud.** Except as provided by Contractor's standard and applicable fraud policies, as published from time-to-time, and as otherwise stated in this Contract, the State is responsible



and agrees to pay Contractor for all Services furnished under the Contract. This responsibility is not changed by virtue of any use, misuse, or abuse of the service, which may be occasioned by the State or third parties, including employees of the State or other members of the public.

(g) Contractor agrees that no modification to the State's existing terminal equipment will be made which would result in any cost to the State, unless specifically provided for under this Contract or via the Change Request process pursuant to **Section 8.6**.

## **10.2 Invoicing and Payment Procedures and Terms**

(a) Invoicing and Payment – In General.

(i) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services, equipment and commodities to be provided hereunder, and the associated payment milestones and payment amounts.

(ii) Each invoice will show details as provided in **Exhibit B-11**.

(iii) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984, Public Act No. 279, MCL 17.51 et seq., within forty-five (45) days after receipt, provided the State determines that the invoice was properly rendered.

(iv) Contractor will show reasonable detail as to charges for any regulatory fees, including permissive pass-throughs listed in **Exhibit A**, universal service fees and connectivity charges.

(b) Taxes. The State is exempt from Federal Excise Tax, State and Local Sales Taxes, and Use Tax with respect to the sale to and use by it of tangible personal property. Such



taxes shall not be included in Contract prices as long as the State maintains such exemptions.

Excise Tax exemption certificates will be furnished with purchase order if requested. Copies of all tax exemption certificates shall be supplied to Contractor.

(c) Out-of-Pocket Expenses. Contractor acknowledges that the out-of-pocket expenses that Contractor expects to incur in performing the Services (such as, but not limited to, travel and lodging, document reproduction and shipping, and long distance telephone) are included in Contractor's fixed price for each Statement of Work. Accordingly, Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates. Such reimbursement will be limited to reasonable and actual expenses incurred which, in the case of air travel, shall be limited to coach-class fare.

(d) Reserved.

(e) Reserved.

(f) Pro-ration. To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

(g) Antitrust Assignment. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

(h) Final Payment. The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against



the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

### **10.3 State Funding Obligation**

The State's obligation under this Contract is payable only and solely from funds appropriated for the purpose of this Contract. Contractor acknowledges and agrees that all funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of this Contract. Events of non-appropriation are addressed further in **Section 19** of this Contract. The State will make a commercially reasonable effort to secure continued funding.

### **10.4 Reserved**

## **11. RESERVED**

## **12. EQUIPMENT**

### **12.1 Hardware**

**Exhibit J** lists the items of hardware the State is required to purchase for execution the Contract. The list in **Exhibit J** includes all hardware required to complete the Contract and



make the Deliverables operable; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice). **Exhibit J** also identifies certain items of hardware to be provided by the State.

### **12.2 Equipment to be New**

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

### **12.3 Risk of Loss**

Risk of loss for each item of equipment provided under this Contract by Contractor shall pass upon written acknowledgement of receipt (*i.e.*, signature on delivery) of such item by the State at State Locations.

### **12.4 Damage Disputes**

At the time of delivery to State Locations, the State shall examine all packages. The quantity of packages delivered shall be recorded and any obvious visible or suspected damage shall be noted at time of delivery using the shipper's delivery document(s) and appropriate



procedures to record such. The State shall provide a copy of all shipper's receipts to the Contractor, at a place determined in the Operations Plan, within five (5) days of receipt of any items that are damaged or suspected of being damaged at the time of delivery and the Contractor shall make arrangements for the return of such equipment. To not make such a note of actual or suspected damage at time of delivery means the receiving party accepts the delivery as is. If later it is determined the delivery is damaged, the cure for such damaged deliveries shall transfer to the delivery signing party.

If the Contractor is responsible for installation and delivery is made to a State Location; at the time of delivery, the State shall examine all packages. The quantity of packages delivered shall be recorded and any obvious visible or suspected damage shall be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record such and a copy of this document provided to the Contractor, at a place determined in the Operations Plan, within five (5) days of receipt. To not make such a note of actual or suspected damage at time of delivery means the receiving party accepts the delivery as is. If later it is determined the delivery is damaged, the cure for such damaged deliveries shall transfer to the delivery signing party.

Deliveries to the Contractor's location; the Contractor shall provide written notice to the State within ten (10) day of receipt of any items that are damaged at the time of delivery and the Contractor shall make arrangements for the return of such equipment after providing the State with reasonable opportunity to inspect the equipment.

Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within fourteen (14) days of receipt. Any damage must be reported to the Contractor within five



(5) days of inspection to a place determined in the Operation Plan. If this inspection does not occur and damages not reported within thirty (30) days of receipt, the cure for such damaged deliveries shall transfer to the delivery signing party.

Any damaged deliveries will cause the related project's completion date to be re-evaluated and could be adjusted accordingly.

### **13. CONFIDENTIALITY**

#### **13.1 Confidential Information**

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor shall mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State shall mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State pursuant to applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State pursuant to its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State.

#### **13.2 Protection of Confidential Information**

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid



unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return or destroy (with written verification of destruction) the other party's Confidential Information to the other party, except as otherwise provided by law. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to protect the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect such Confidential Information from unauthorized use or disclosure.

### **13.3 Exclusions**

Notwithstanding the foregoing, the provisions of **Section 13** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure of it, in the public domain; (ii) after disclosure of it, is published or otherwise becomes



part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure of it without an obligation of confidentiality; (iv) was received after disclosure of it from a third party who had a lawful right to disclose such information without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party.

Further, the provisions of **Section 13** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party. In the case of information of either Contractor or the State “Confidential Information” shall exclude any information (including this Contract) that is publicly available pursuant to the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.* Notwithstanding the foregoing, neither party waives its rights to pursue actions to protect and/or keep its information confidential.

#### **13.4 No Implied Rights**

Nothing contained in this **Section 13** (Confidentiality) shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.



### **13.5 Remedies**

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under **Section 13**, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach) unless such injunction would create an unreasonable risk for the safety and security of the public and/or State employees.

### **13.6 Survival**

The parties' respective obligations under this **Section 13** shall survive the termination or expiration of this Contract for any reason.

## **14. PROPRIETARY RIGHTS AND SOFTWARE**

### **14.1 Rights in Data**

(a) The State will be and remain the owner of all data made available by the State to Contractor or its agents, Subcontractors or representatives pursuant to this Contract. Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of Contractor, nor will any employee of Contractor other than those on a strictly need to know basis have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such



information only to its employees who have a strict need to know such information. Contractor shall comply at all times with all laws and regulations applicable to it for such personally identifiable information.

(b) The State is and shall remain the owner of all State-specific data pursuant to this Contract. The State will not use the Contractor's data for any purpose other than receiving the Services, nor will any part of the Contractor's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the State, nor will any employee of the State other than those on a strictly need to know basis have access to the Contractor's data, except as provided by law. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State shall only use personally identifiable information as strictly necessary to utilize the Services and shall disclose such information only to its employees who have a strict need to know such information, except as provided by law. The State shall comply at all times with all laws and regulations applicable to such personally identifiable information. Other material developed and provided by the State shall remain the State's sole and exclusive property.

#### **14.2 Ownership of Materials**

State and Contractor will continue to own their respective proprietary technologies developed prior to entering into this Contract.

#### **14.3 Standard Software**



(a) If applicable and necessary, all Standard Software used in performing the Services shall be provided to the State under a separate license agreement between the State and the owner (or authorized licensor) of such software.

(b) Contractor shall not introduce any Standard Software in providing the Services without the State's prior written approval.

(c) **Exhibit I** lists the items of Standard Software the State is required to purchase for execution of the Contract. The list in **Exhibit I** includes all Standard Software required to complete the Contract and make the Deliverables operable; if any additional Standard Software is required in order for the Deliverables to meet the requirements of this Contract, such Standard Software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice). **Exhibit I** also identifies certain items of Standard Software to be provided by the State.

#### **14.4 Reserved.**

#### **14.5 General Skills**

Notwithstanding anything to the contrary in this Section, each party, its Subcontractors and their personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing the Services, so long as it or they acquire and apply the foregoing without disclosure of any confidential or proprietary information of the other party.



## 15. REPRESENTATIONS AND WARRANTIES

### 15.1 Contractor's Representations and Warranties

Contractor represents and warrants to the State as follows:

- (a) The Contractor represents and warrants that it is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract. Contractor further represents and warrants that the performance of all obligations under this Contract shall be provided in a timely, professional, and workman-like manner and shall meet the performance and operational standards required under this Contract.
- (b) Contractor represents and warrants that the Contract Appendices and Exhibits identify all equipment and software and services necessary for the Deliverable(s) to perform and operate in compliance with the requirements and other standards of performance contained in this Contract.
- (c) Contractor represents and warrants that to the best of its knowledge it is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor, to the best of its knowledge, has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. Contractor will provide patent, copyright, and trade secret indemnification for Contractor's products pursuant to **Section 17.1** and will flow any such indemnifications for third-party products to the State.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to and not in lieu of Contractor's other responsibilities with respect to such items as set forth in this



Contract, Contractor represents and warrants that it shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for such Deliverable to the extent permitted by manufacturer.

(e) Contractor represents and warrants that the contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor. Similarly, the State represents that the Contract signatory has the authority, including appropriate governmental approvals, necessary to enter into this Contract on behalf of the State.

(f) Contractor represents and warrants, to the best of its knowledge and belief, that it is qualified and registered to transact business in all locations where required.

(g) Contractor represents and warrants, to the best of its knowledge and belief, that neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

(h) Contractor represents and warrants, to the best of its knowledge and belief, that neither Contractor nor any Affiliates, nor any employee of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor shall not attempt to influence any State employee by the direct or indirect offer of anything of value.



(i) Contractor represents and warrants that, to the best of its knowledge, neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or such Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) Contractor represents and warrants that the prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) Except with regards to Qwest, Contractor represents and warrants, to the best of its knowledge and belief, that all financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor, and/or its parent company, as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, to the best of its knowledge and belief except with respect to Qwest, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.

(l) Contractor represents and warrants that all written information furnished to the State by or on behalf of Contractor in connection with this Contract, including its bid, is true,



accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

(m) Contractor represents and warrants that, to the best of its knowledge and belief, it is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants, to the best of its knowledge and belief, that it has not been a party to any contract with the State or any of its departments, that was terminated by the State or such department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of such contract.

(n) Contractor will comply with all laws concerning antitrust behavior and collusion.

### **15.2 Performance Warranty**

The Contractor represents and warrants that all Services, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract). In the event of a breach of the foregoing warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

### **15.3 Equipment Warranty**

For Drop Ship Data Equipment in **Exhibit B-1**:

(a) The Contractor warrants it has good title to the Equipment, free of any claims, liens, encumbrances or security interest of any other party. In addition, for thirty (30) days after delivery (or installation, if installation was included), Contractor will promptly repair or replace



(at Contractor's option and expense) any failure of the Equipment to conform to or perform according to the manufacturer's specifications or any electrical or mechanical defects in materials or workmanship with (at Contractor's option) new or used replacement parts.

(b) The State will be subrogated to any claims or rights Contractor may have against the manufacturer of the Equipment for breach of any manufacturer warranties or representations and, upon the State's written request, Contractor will take all commercially reasonable actions to enforce on the State's behalf any such express or implied warranties or representations applicable to the Equipment.

**For Voice Equipment in Section B-2:**

(a) The "Warranty Period" for Equipment shall be twelve (12) months from the date of Cutover when Contractor provides installation, otherwise it shall be twelve (12) months from the date of delivery. Contractor warrants that during the Warranty Period, the Equipment shall materially conform to the manufacturer's published specifications. If the State notifies Contractor of a material defect during the Warranty Period, Contractor shall, at Contractor's sole option, repair or replace the Equipment free of charge to the State. Contractor's repair or replacement of the Equipment shall be the State's sole remedy for breach of the warranty as stated herein. All warranty services will be performed during Business Day.

(b) During the Warranty Period, any change in the location of Equipment must be performed by Contractor and shall be at the State's expense.

(c) The State may request maintenance Service 24x7x365. If the State's problem is an Emergency, Contractor will use its best efforts to respond to the State's report of a malfunction by dispatching a technician to the site or by beginning remote diagnosis, as appropriate within two (2)



business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. “Emergency” means any malfunction that leaves the State unable to place or receive calls through the Equipment, or any other failure agreed to in writing by the Parties.

(d) In the event the problem is a non-emergency, Contractor shall use reasonable efforts, within eight (8) business hours after the State’s problem is reported, to either: (i) commence repair or replacement from a remote location, (ii) dispatch service personnel to the State’s site, or (iii) ship replacement Equipment as soon as practical, provided, however, the State must return the defective Equipment within thirty (30) days. Contractor reserves the right to inspect all defective Equipment and Contractor shall have final determination of the status of such Equipment.

**For Video Equipment in Section B-4:**

(a) The “Warranty Period” for the Equipment shall be twelve (12) months from the date of installation when Contractor provides installation, unless otherwise specified in a Project Scope of Work. The “Warranty Period” for the Software shall be ninety (90) days from the date of installation when Contractor provides installation. For all Equipment and Software not installed by Contractor, the Warranty Period begins upon delivery. Repair or replacement will be done as described in a Project Scope of Work if a maintenance plan is selected at the time of Equipment purchase, otherwise; Contractor shall provide “Return to Factory” warranty services as described below. Contractor’s or manufacturer’s repair or replacement of the Equipment shall be State’s sole remedy for breach of warranty. “Return to Factory Warranty” means if the State has purchased the BasicSERV<sup>SM</sup> support option, the State may contact the SBC DataComm



Customer Service Center (DCSC) for assistance with manufacturer warranty work. The DCSC will assist with trouble shooting and will provide assistance in following the manufacturer's warranty provisions. If the State has selected none of the Contractor maintenance options, then the State shall contact manufacturer directly and follow the manufacturer's terms and process. If the State is a current subscriber to the on-site support option of the EssentialSERV<sup>SM</sup> 8x5 service, and the State requires on site repair within the scope of the maintenance plan, Contractor shall provide the on-site repair. If the State is not a current subscriber to the on-site repair option, then the State may request and Contractor may agree to perform on-site repair; The State shall pay for such service at Contractor's then prevailing hourly rates, including any applicable overtime rates (minimum two (2) hour charge per occurrence, portal to portal).

**For All Equipment:**

The Contractor warrants it has the legal right to sell the equipment to the State. The Contractor further warrants that during the Warranty Period, the equipment shall materially conform to the manufacturer's published specifications. If the State notifies the Contractor of a material defect during the Warranty Period, the Contractor shall, at its option, repair or replace the equipment, free of charge to the State. Repair or replacement will be done if a maintenance plan is selected at the time of equipment purchase, otherwise, the Contractor shall provide services on a Time and Material basis. Replacement parts or products may be new or equivalent to new in performance. Replaced parts shall become the property of the Contractor upon their removal. The Contractor's repair or replacement of the equipment shall be the State's sole remedy for the breach of the warranty as stated herein. The Contractor and the State agree that specific warranties and service level guarantees may be defined on a per-service basis as



mutually agreed. During the Warranty Period, any change in the location of the equipment must be performed by the Contractor and shall be at the State's expense.

#### **15.4 Calendar Warranty**

The Contractor represents and warrants for ninety (90) days from the installation date that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan. The Contractor makes no Year 2000 Limited Warranty regarding any equipment where the manufacturer does not provide a Year 2000 Limited Warranty to the Contractor. In such instance, the State shall be responsible for all charges associated with any correction or repair of equipment, including any replacement products, parts, components, systems, software releases, updates or upgrades and associated labor, which results in equipment functionality which exceeds that expressly provided in the manufacturers' specifications at the time such equipment was installed (including Year 2000 functionality).

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces



that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

The Contractor will make commercially reasonable efforts to correct errors reported by State during the warranty period. The Contractor's warranty does not cover interfaces, databases, files or any products not developed or provided by Contractor under this Contract nor does it cover non-Contractor changes, alterations, or attachment to Software, nor does it cover Software that is not used according to the published specifications. The warranty requires use by the State of the most recent version of the Software and requires that such Software be maintained under a support agreement with Contractor.

### **15.5 Third-party Software Warranty**

As applicable, the Contractor represents and warrants that, to the best of its knowledge and belief, it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

### **15.6 Reserved.**

### **15.7 Reserved.**



## **15.8 Consequences For Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, such breach may be considered as a default in the performance of a material obligation of this Contract.

## **15.9 Disclaimer**

THE FOREGOING EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **16. INSURANCE**

### **16.1 Coverage**

Contractor shall purchase and maintain insurance [except that Norlight Telecommunications, Merit Network, Inc., and Qwest Communications Corporation are not required to purchase and maintain the insurance required in **Section 16.1(c)**; Merit Network, Inc. is not required to purchase and maintain the insurance required in Section 16.1 (d) or (f)] at Contractor's expense for at least the following types and amounts of insurance coverage, which amounts shall be not less than any limits set forth in this **Section 16.1** or required by law, whichever is greater:



(a) Commercial General Liability Insurance (including premises/operations liability, independent contractors liability, contractual liability, products liability, completed operations liability, broad form property damage liability, personal injury liability and extended bodily injury and death coverage) in a minimum amount of \$2,000,000 per occurrence [Norlight Telecommunication, Inc. minimum amount will be \$1,000,000 per occurrence] and \$5,000,000 aggregate combined single limit for bodily injury or death, personal injury or property damage. Merit Network, Inc. shall purchase and maintain Commercial General Liability Insurance with a minimum amount of \$1,000,000 per occurrence, and \$4,000,000 maximum liability to include \$1,000,000 in aggregate coverage, \$1,000,000 in product liability, \$1,000,000 in personal liability.

(b) Workers Compensation Insurance (including workers' disability compensation, disability benefit and other similar employee benefits) covering Contractor's employees in an amount not less than the limits required by law and Employers Liability Insurance covering Contractor's employees in an amount not less than \$500,000 per occurrence. A non-resident Subcontractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State, Contractor and its Subcontractors shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.

(c) Professional Liability Insurance issued to and covering the liability of Contractor for errors or omissions committed by Contractor, its agents and employees, in the performance of this Contract. The policy shall have limits of liability of not less than \$1,000,000 per claim.



(d) Computer Crime Insurance providing coverage for which Contractor has been found to be legally liable to the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor, acting alone or in collusion with others, in a minimum amount of \$2,000,000.

(e) Commercial Automobile Liability Insurance including coverage for owned, hired and non-owned vehicles with a combined single limit minimum of \$1,000,000 per occurrence for bodily injury, personal injury and property damage or as required by law.

(f) Umbrella Liability Insurance in a minimum amount of \$25,000,000, which shall apply, at a minimum, to the insurance required by **Sections 16.1(a) and (e)**.

The insurers selected by Contractor shall have an A.M. Best rating of A-, or as otherwise approved in writing by the State, or better or, if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency.

## **16.2 Subcontractors**

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors hereunder to purchase and maintain the insurance coverage as described in **Section 16.1** for each Contractor in connection with the performance of work by such Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on each coverage required in **Section 16.1**.

## **16.3 Certificates of Insurance and Other Requirements**

Within thirty (30) days after the Effective Date of this Contract, Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or



providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The contract number must be shown on each Certificate. The Certificates shall provide that the Office of Acquisition Services shall be given at least thirty (30) days prior written notice (bearing the contract number) of termination, non-renewal or reduction in limit below the amounts specified herein or in material scope of coverage of such policies. Within thirty (30) days following the execution of this Contract, and every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in **Section 17** of this Contract, under each commercial general liability and commercial automobile liability policy. Insurance policies listing the State as an additional insured, to the extent of liabilities assumed by Contractor as set forth in **Section 17** of this Contract, are required to contain language in the certificate which provides that, "Any litigation activity on behalf of the State of Michigan, or any of its subdivisions, as additional insured must be coordinated with the Department of Attorney General." In the event the insurer's attorney is asked to represent the State, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan. Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified herein, or if any insurer



cancels or significantly reduces any required insurance as specified herein without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

## **17. INDEMNIFICATION**

### **17.1 Patent/Copyright Infringement Indemnity**

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

Notwithstanding the foregoing, the Contractor shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including,



but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract. The State shall in a timely manner notify the Contractor of any claim of infringement, violation or misappropriation for which the Contractor may be responsible under this Contract and shall cooperate with the Contractor to facilitate the defense or settlement of such claim. The Contractor shall keep the State reasonably apprised of the continuing status of the claim, including any lawsuit resulting therefrom, and shall permit the State, at its expense, to participate in the defense or settlement of such claim, although the Contractor shall have final authority regarding defense and settlement.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's reasonable opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify to the State's reasonable satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for reasonable direct costs associated with the return of such equipment. **THIS SECTION 17.1 STATES THE ENTIRE LIABILITY OF THE CONTRACTOR WITH RESPECT TO THE INFRINGEMENT OF INTELLECTUAL PROPERTY.**

## **17.2 Other Indemnities**



(a) General Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability of any kind, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable provided that the State make reasonable effort to notify the Contractor in writing within thirty (30) days from the time that the State has knowledge of such claims. The Contractor shall not be liable to the State for consequential damages arising out of claims brought by third parties except for claims for infringement of any United States patent, copyright, trademark or trade secret.

(b) Reserved.

(c) Independent Contractor Indemnification

Contractor will defend, indemnify, and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all Losses, whether based on statutes, contract or tort, to the extent arising out of or resulting from any claim or action by, on behalf of or related to any employees or personnel of Contractor, including claims arising under Occupational Safety and Health Administration requirements or orders, Equal Employment Opportunity Commission requirements or orders, National Labor Relations Board or Fair Labor Standards Act, unemployment insurance or workers' compensation laws, disability benefit acts, employee benefits acts, or other applicable federal, state or local laws or regulations, except to the extent that such losses result from the State's



failure to comply with this Contract or such claim or action arose or grew out of events that occurred while such person was an employee of the State, prior to his or her hire by and employment with Contractor.

(d) Continuation of Indemnification Obligations

The Contractor's duty to indemnify pursuant to **Sections 17.1 and 17.2** continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

**17.3 Indemnification Procedures**

The procedures set forth below shall apply to all indemnity obligations under this Contract. The State agrees to provide reasonably necessary assistance and cooperation in the defense of any claim.

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within thirty (30) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim if



necessary to preserve its defense, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall provide written notice to the State of a proposed settlement and allow the State five (5) Business Days to provide written consent for the settlement proposed, unless a shorter time period is reasonably necessary to preserve the settlement opportunity and such shorter time is reflected in the notice of the proposed settlement. In no event shall the time period be less than twenty-four (24) hours following actual notice. If the State does not reject the proposal in writing, stating the reasons for the rejection by the date specified in the notice or five (5) Business Days if no other time period is specified, the State will be deemed to have approved the proposed settlement or ceasing to defend against such claim and (iii) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in



such manner as it may deem appropriate. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

## **18. LIMITATION OF LIABILITY AND EXCUSABLE FAILURE**

### **18.1 Limitation of Liability**

The Contractor's liability for damages to the State shall be limited to \$50 Million (\$50,000,000.00) Dollars per rolling 365 Day period as specified in **Exhibit D**. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to \$50 Million (\$50,000,000.00) Dollars per rolling 365 Day period. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the State; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The parties agree that neither the Contractor nor the State shall be liable to each other, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, for consequential, incidental, indirect, or special damages including lost profits, sustained or incurred in connection with this Contract and whether or not such damages are foreseeable. The



foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets or to claims for personal injury or damage to property (excluding loss of data) caused by the gross negligence or willful misconduct of the Contractor.

## **18.2 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations under this Contract to the extent such default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of telecommunications common carriers, fire; riots, civil disorders, rebellions or revolutions in any country; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its Subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay and provided further that such party promptly notifies the other party in writing of the inception of



the excusable failure occurrence, and also of its abatement or cessation. If any of the above-enumerated circumstances substantially prevent, hinder, or delay Contractor's performance of the Services for more than fourteen (14) days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services from an alternate source, and the State shall not be liable for payment for the unperformed Services under this Contract for so long as the delay in performance shall continue; (b) the State may terminate any portion of this Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those Services terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to Contractor, except to the extent that the State shall pay for products and services provided through the date of termination. Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for Services not rendered as a result of the excusable failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under this Contract except to the extent that a Subcontractor is itself subject to an excusable failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

### **18.3 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response



requirements, the State will receive priority service for repair and work around in the event of a natural or manmade disaster. The State will identify a priority list of those functions that must be returned to service as soon as possible following a disaster.

## **19. TERMINATION BY THE STATE**

The State may terminate this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

### **19.1 Termination for Cause**

(a) In the event that Contractor breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA as defined in **Section 7.6**), which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State (such time period not to be less than thirty (30) days), or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of termination to Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.

(b) In the event that this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Contractor shall be responsible for all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services required by this Contract from other sources.



Re-procurement costs shall not be considered by the parties to be consequential, indirect or incidental damages, and shall not be excluded by any other terms otherwise included in this Contract, provided such costs are not in excess of twenty-five percent (25%) more than the prices for such Service provided under this Contract; provided, however, that any such costs recovered by the State under this paragraph shall otherwise be treated as damages recovered by the State for the purposes of **Section 18.1**.

(c) In the event the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services that are terminated and the State shall pay for all Services provided up to the termination date. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

(d) In the event this Contract is terminated for cause pursuant to this section, and it is determined, for any reason, that Contractor was not in breach of contract pursuant to the provisions of this section, that termination for cause shall be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a termination for convenience.

## **19.2 Termination for Convenience by the State**

The State may terminate this Contract for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the



Services no longer practical or feasible, or (c) unacceptable prices for Additional Services requested by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least one hundred twenty (120) days prior to the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those Services that are terminated. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

### **19.3 Non-Appropriation**

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State shall give Contractor at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services to be provided by Contractor are not appropriated or otherwise made available, the State may, upon thirty (30) days written notice to Contractor, reduce the level of the Services in such manner and for such periods of time as the State may elect. The



charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of such reduction.

(c) In the event the State terminates this Contract or reduces the level of Services to be provided by Contractor pursuant to this **Section 19.3**, the State shall pay Contractor for all work-in-progress performed through the effective date of the termination or reduction in level, as the case may be, to the extent funds are available. For the avoidance of doubt, this **Section 19.3** will not preclude Contractor from reducing or stopping Services and/or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed before the effective date of termination.

#### **19.4 Criminal Conviction**

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense incident to the application for, or performance of, a State, public or private Contract or subcontract; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State reflects upon Contractor's business integrity.

#### **19.5 Approvals Rescinded.**



The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

#### **19.6 Rights and Obligations Upon Termination**

(a) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in equipment and software that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables and other Developed Materials intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical



extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for partially completed Deliverables, on a percentage of completion basis. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Reserved.

(d) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Services under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

### **19.7 Termination Assistance**

If this Contract (or any Statement of Work issued under it) is terminated for any reason before completion, Contractor agrees to provide for up to two-hundred seventy (270) days after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize



interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. The State shall compensate Contractor for such termination assistance at the same rates and charges set forth in the Contract on a time and materials basis in accordance with the Amendment Labor Rates at **Exhibit Q**. If this Contract is terminated by Contractor under **Section 20**, then Contractor may condition its provision of termination assistance under this Section on reasonable assurances of payment by the State for such assistance, and any other amounts owed under the Contract.

#### **19.8 Reservation of Rights**

Any termination of this Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

#### **19.9 End of Contract Transition**

In the event this contract is terminated, for convenience or cause, or upon expiration, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period



of time that in no event will exceed 270 days. These efforts shall include, but are not limited to, the following:

(a) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its telecommunication needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors.

(b) Reserved.

(c) Information - The Contractor agrees to provide reasonable detailed specifications for all Services needed by the State, or specified third party, to properly provide the services required under this Contract. The Contractor will also provide any licenses required to perform the Services under this Contract.

(d) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services under this Contract. This shall include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level.

(e) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition



results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred within the agreed period after contract expiration that result from transition operations) as specified by **Exhibit Q**.

#### **19.10 Transition out of this Contract**

(a) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the Contractor agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

(i) Cooperating with any contractors, vendors, or other entities with whom the State contracts to meet its telecommunication needs, for at least two hundred and seventy (270) days after the termination of this Contract;

(ii) Reserved.

(iii) Providing the State with all asset management data generated from the inception of this Contract through the date on which this Contract is terminated, in a comma-delimited format unless otherwise required by the Program Office;

(iv) Reconciling all accounts between the State and the Contractor;

(viii) Allowing the State to request the winding up of any pending or ongoing projects at the price to which the State and the Contractor agreed at the inception of the project;

(ix) Freezing all non-critical software changes;

(x) Notifying all of the Contractor's subcontractors of procedures to be followed during the transition out phase;

(xv) Assisting with the communications network turnover, if applicable;



(xvi) Assisting in the execution of a parallel operation until the effective date of termination of this Contract

(xvii) Answering questions regarding post-migration services;

(xviii) Delivering to the State any remaining owed reports and documentation still in the Contractor's possession.

(b) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

(i) Reconciling all accounts between the State and the Contractor;

(ii) Completing any pending post-project reviews.

## **20. TERMINATION BY THE CONTRACTOR**

If the State materially breaches its obligation to pay Contractor undisputed amounts due and owing under this Contract in accordance with **Section 10**, or if the State breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for Contractor to perform the Services, and if the State does not cure the breach within the time period specified in a written notice of breach provided to the State by Contractor (such time period not to be less than thirty (30) days), then Contractor may terminate this Contract, in whole or in part based on Scope of Work for cause, as of the date specified in the notice of termination; provided, however, that Contractor must discharge its obligations under **Section 23.2** prior to any such termination.

## **21. RESERVED**



## **22. STOP WORK**

### **22.1 Issuance of Stop Work Order**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by this Contract for a period of up to ninety (90) days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this **Section 22**. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 19** of this Contract.

### **22.2 Cancellation or Expiration of Stop Work Order**

If a stop work order issued under this **Section 22** is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of this Contract; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the State decides



the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under this Contract.

### **22.3 Allowance of Contractor Costs**

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, such termination shall be deemed to be a termination for convenience under **Section 19.2**, and the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 22**.

## **23. DISPUTE RESOLUTION**

### **23.1 In General**

(a) Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to this Contract or any Statement of Work shall be resolved as set forth herein.

(b) For all Contractor claims seeking an increase in the amounts payable to Contractor under this Contract, or the time for Contractor's performance, Contractor shall submit a letter executed by Contractor's Contract Administrator or his designee certifying that (i) the claim is made in good faith, (ii) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (iii) the supporting data provided with such an affidavit are current and complete to Contractor's best knowledge and belief.



### **23.2 Informal Dispute Resolution**

(a) All operational disputes between the parties shall be resolved under the Contract Management procedures developed pursuant to **Section 8.2**. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Director of Acquisition Services, DMB, or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within sixty (60) days, the Director of Acquisition Services, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within thirty (30) days. The opinion regarding the dispute shall be considered the State's final action and the exhaustion of administrative remedies.



(b) This **Section 23.2** will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or pursuant to **Section 23.3**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work pursuant to this Contract.

### **23.3 Injunctive Relief**

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 23.2** is where a party makes a good faith determination that a breach of the terms of this Contract by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

### **23.4 Continued Performance**

Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment shall not be deemed to preclude performance) and without limiting either party's right to terminate this Contract as provided in **Section 19 and 20**, as the case may be.

### **23.5 Governing Law**



This Contract shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

### **23.6 Jurisdiction**

Any dispute arising from this Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of *forum non conveniens* or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

## **24. FEDERAL AND STATE CONTRACTUAL REQUIREMENTS**

### **24.1 Nondiscrimination**

In the performance of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each Subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976



Public Act 453, as amended, MCL 37.2101, *et seq* and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq.*, and any breach thereof may be regarded as a material breach of this Contract.

## **24.2 Unfair Labor Practices**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

## **24.3 Disclosure of Litigation**

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions thereto, to which Contractor (or, to the extent Contractor is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor



hereunder; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement to the Contract Administrator within thirty (30) days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this **Section**

**24.3(a).**

(b) Assurances. In the event that any such Proceeding disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or

(ii) whether Contractor (or a Subcontractor hereunder) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: (A) Contractor and/or its Subcontractors hereunder will be able to continue to perform this Contract and any Statements of Work in accordance with its terms and conditions, and (B) Contractor and/or its Subcontractors hereunder have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in such Proceeding.



#### **24.4 Compliance with Laws**

Contractor shall comply with all applicable state, federal, and local laws and ordinances {“Applicable Laws”) in providing the Services.

### **25. GENERAL**

#### **25.1 Amendments**

This Contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in a writing signed by the other party.

#### **25.2 Assignment**

(a) Neither party shall have the right to assign this Contract, or to assign or delegate any of its duties or obligations under this Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign this Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign this Contract to an affiliate so long as such affiliate is adequately capitalized and can provide adequate assurances that such affiliate can perform this Contract. Any purported assignment in violation of this Section shall be null and void. It is the policy of the State of Michigan to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State’s likelihood of receiving performance on the Contract or the State’s ability to recover damages.



(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under this Contract. In the event of any such permitted assignment, Contractor shall not be relieved of its responsibility to perform any duty imposed upon it herein.

### **25.3 Entire Contract; Order of Precedence**

(a) This Contract, including any Statements of Work and Exhibits referred to herein and attached hereto, applicable Tariffs and Rate and Service Schedules to the extent not contrary to this Contract, each of which is incorporated herein for all purposes, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter and as additional terms and conditions on the purchase order shall apply as limited by Section 2.6.

(b) In the event of any inconsistency between the terms of this Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of **Sections 12 through 23** of this Contract, which may be modified or amended only by a formal Contract amendment. In the event of an inconsistency between the terms and conditions of this Contract and any regulatory filing, the terms and conditions of this Contract will prevail. If necessary, Contractor, after the Effective Date, shall make a regulatory filing which shall include the rates and charges for service and any terms and conditions that affect the rates and charges paid by the State. These shall conform to those set forth in this Contract.

### **25.4 Headings**



Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

### **25.5 Relationship of the Parties (Independent Contractor Relationship)**

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be or shall be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of this Contract.

### **25.6 Notices**

Any notice given to a party under this Contract shall be deemed effective, if addressed to such party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

**State:**

State of Michigan  
Office of Acquisition Services  
Attention: Christine Mitchell, Buyer Specialist  
PO Box 30026  
530 West Allegan  
Lansing, Michigan 48909

**with a copy to:**  
State of Michigan



Department of Information Technology  
Attention: Thomas J. Fogle, Director  
PO Box 30743  
611 West Ottawa  
Lansing, Michigan 48909

**Contractor:**

Robert F. Weldon  
Sales Manager  
SBC Global Services, Inc.  
221 North Washington  
Room 227  
Lansing, MI 48933

**with a copy to:**

SBC Global Services, Inc.  
225 West Randolph Street, 25<sup>th</sup> Floor  
Chicago, Illinois 60606  
Attn: Legal Marketing

**with a copy to:**

Ann Ballinger  
Vice-President Wholesale  
Norlight Telecommunications  
13935 Bishop's Drive  
Brookfield, WI 53005

Cindy Malley  
Manager – Strategic Accounts  
Norlight Telecommunications  
13935 Bishop's Drive  
Brookfield, WI 53005

Mike Edwards  
Qwest – National Account Manager  
7172 White Pine Dr.  
Perry, MI 48872

Jennifer C. Wolf  
Merit  
Dedicated Connections Product Manager  
4251 Plymouth Road  
Suite 2000  
Ann Arbor, MI 48105



Either party may change its address where notices are to be sent by giving notice in accordance with this Section.

#### **25.7 Media Releases**

Neither Contractor nor the State will make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media, pertaining to this Contract, the Services or the Contract without the prior written approval of the other party, and then only in accordance with explicit written instructions provided by that party. In addition, neither Contractor nor the State will use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates without such party's prior written consent. Prior written consent of the Contractor must be obtained from authorized representatives of Contractor's Legal and Corporate Communications Departments.

#### **25.8 Reformation and Severability**

Each provision of this Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

#### **25.9 Consents and Approvals**

Except as expressly provided otherwise in this Contract, if either party requires the consent or approval of the other party for the taking of any action under this Contract, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed.



#### **25.10 No Waiver of Default**

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

#### **25.11 Survival**

Any provisions of this Contract that impose continuing obligations on the parties including the parties' respective warranty, indemnity and confidentiality obligations, shall survive the expiration or termination of this Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

#### **25.12 Covenant of Good Faith**

Each party agrees that, in its dealings with the other party or in connection with this Contract, it shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

#### **25.13 Approval**

The State assumes no liability for payment under this Contract or the terms of any Contract Change Notice or Statement of Work issued under this Contract until Contractor is notified in writing that the Statement of Work has been approved by the DMB Office of



Acquisition Services and, if required, the State Administrative Board and the Michigan Office of Attorney General. Execution of this Contract by State authorities indicates approval by the State.

#### **25.14 Permits**

Contractor shall obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

#### **25.15 Environmental Provision**

For the purposes of this Section, “Hazardous Materials” is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, such construction materials as paint thinners, solvents, gasoline, oil, etc., and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) “Hazardous Materials” under the Hazardous Materials Transportation Act, (2) “chemical hazards” under the Occupational Safety and Health Administration standards, (3) “chemical substances or mixtures” under the Toxic Substances Control Act, (4) “pesticides” under the Federal Insecticide Fungicide and Rodenticide Act, and (5) “hazardous wastes” as defined or listed under the Resource Conservation and Recovery Act. This Contract does not cover the handling, removal, or disposal of all Hazardous Materials.



(a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Prior to the commencement of Work, the State shall advise Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of such Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, give written notice to the State of the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the affected Work shall be resumed as directed in writing by the State. Any determination by the Michigan Department of Community Health and/or the Michigan Department of Environmental Quality (whichever is applicable) that the Hazardous Material has either been removed or rendered harmless shall be binding upon the State and Contractor for the purposes of resuming the Work. If any such incident with Hazardous Material results in delay not reasonable



anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 7.6** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material in accordance with Applicable Laws to the condition approved by applicable regulatory agency(ies). If the Contractor fails to take appropriate action pursuant to Applicable Laws and consistent with the State requirements, then the State may take appropriate action.

#### **25.16 Appointment Of Contractor As Limited Agent For The State**

The State hereby appoints the Contractor as its limited agent to act on the State's behalf, to the extent necessary to provide the Services throughout the term of the Contract. The State will notify all lessors, vendors, suppliers and appropriate third parties of such limited agency appointment as the State or the Contractor determines must be notified pursuant to a third party agreement, or any other agreement to which the State is a party, or applicable law. The State shall execute all necessary or appropriate letters of agency. Upon the expiration of any letter of agency issued hereunder, the Contractor shall immediately cease to act or have any authority to act as the State's agent.



junior college. A current listing of approved program members is available on the State of Michigan, Department of Management and Budget, Office of Acquisition Services website at: <http://www.michigan.gov/doingbusiness/0,1607,7-146-6586-16656--,00.html>. In order for non-state agencies to participate in the Extended Purchasing Program, the non-state governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the responsibility of the Contractor to ensure that the non-state agency is an authorized Extended Purchasing Program member before extending the Contract pricing. Orders received from non-approved local units of government shall not be considered unless prior approval is granted by DMB-Office of Acquisition Services.

It is the policy of the Office of Acquisition Services, Department of Management and Budget, that the final approval to utilize this Contract in this manner must come from the Contractor. In such cases, the Contractor will supply Contract Services and equipment at the established State of Michigan contract prices and terms to the extent applicable and where available. Inasmuch as these are non-state agencies, all invoices will be submitted to and payment remitted by the local unit of government on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

Commodities and/or Services under this Contract will be supplied to State of Michigan departments and agencies, and authorized Extended Purchasing Program members in accordance with the terms and prices quoted to the extent applicable and where available.



## **26. RESERVED**

## **27. REPORTS**

**27.1 Usage Reports.** The Contractor agrees to provide monthly summary reports identifying all Services implemented under the Contract. The reports shall provide, at a minimum, service period, identification of service type, quantity, total recurring revenue, total non-recurring revenue, applicable administrative fee rate and total administrative fee billed.

The Contractor agrees to provide monthly summary reports identifying all Services implemented under the Contract for an individual agency/buyer. These reports shall contain, at a minimum, the name of the agency/buyer, service period, type of service, quantity, total recurring charges and total nonrecurring charges (if applicable), applicable administrative fee rate and total administrative fee billed. These reports are available for any managed services category where they exist without additional cost to the Contractor. For other categories, reports shall be provided by Contractor as defined in the individual Statements of Work, through one of the following mechanisms: Contractor to provide and print the report, provide a tool allowing the State to obtain the report, provide the data requested in the report, or present the requested information in segments until the summary report becomes available.

## **28. RESERVED**

## **29. EXTENDED PURCHASING PROGRAM**

Public Act 431 of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or



### 30. CIRCUIT INFORMATION

### 30.1 Transmission facilities.

The State may request current information about Contractor's transmission facilities.

Provided the requested information is not proprietary and/or does not pose a security concern the

Contractor shall supply said information in a timely way.







## Exhibit A - Pass Through Charges

(For modification of these charges, see, MSC section 25.9)

### SBC Charges

Description	Per Line Monthly Recurring	As of 6/1/03
<b>For Primes</b>		
Federal Access Charge	\$26.70	\$26.70
State Access Charge	\$6.05	\$5.15
End User Complex Line Port	\$15.53	\$15.53
Long Term Number Portability	\$0.28	\$1.40
Federal Universal Service Fee	\$2.15	\$5.14
<b>For BRI</b>		
Federal Access Charge	\$5.34	\$5.34
State Access Charge	\$1.21	\$1.03
End User Complex Line Port	\$1.58	\$1.58
Long Term Number Portability	\$0.28	\$0.28
Federal Universal Service Fee	\$0.43	\$0.51
<b>For Pots (unless noted)</b>		
Federal No PICC	\$0.00	\$-
Federal No PICC Inward Only	\$0.68	\$-
State No PICC	\$0.00	\$-
Regulated Lines Federal Universal Service Fee	\$0.44	Prior to 10-1-02, charge is \$0.43
Federal Access Charge	\$5.34	\$5.34
State Access Charge	\$1.21	\$1.03
Number Portability	\$0.28	\$0.28
Federal EUCL on DS1	\$10.74	\$11.42
State EUCL on DS1	\$6.05	\$5.15
Billed at Five Times Since Line Rate DS1 (Number Portability)	\$1.40	\$1.40
End User Common Line Charge-State per DS1	\$2.25	
End User Complex Port Charge-Federal per DS1	\$28.18	
911 Charges	Varies by Geographical Area	
Centrex Federal USF/line	\$0.05	\$0.10
ADTS Federal Universal Service Charge	\$2.40	\$4.13
PBX Federal Universal Service Charge	\$0.48	\$0.94
Multi Line Business Federal Universal Service Charge	\$0.48	\$0.74
<b>For Frame Relay/ATM</b>		
Federal USF	9.10%	

### Verizon Charges

Description	Per Line Monthly Recurring
911 Operational Surcharge	Varies by Geographical Area
911 Technical Surcharge	Varies by Geographical Area
InterLATA Access Charge CentraNet	\$9.20
InterLATA Access Charge Multiline	\$9.20
InterLATA Access Charge Single Line	\$6.00



IntraLATA Access Charge CentraNet	\$0.67
IntraLATA Access Charge Multiline	\$0.67
IntraLATA Access Charge Single Line	\$0.67
LD Universal Connectivity Charge	9.10%
Service Provider Number Portability	\$0.36
Service Provider Number Portability-PBX	\$3.24
Service Provider Number Portability-ISDN	\$1.80
Special Access Surcharge	\$25.00
State & Local Surcharge - IntraLATA	0.06%
State & Local Surcharge - InterLATA	0.43%
USF - Special Access	9.10%
USF - Single Line	\$0.58
USF - ISDN BRI	\$0.98
USF - ISDN PRI	\$6.29
USF - PBX	\$0.32
USF - Business Multiline	\$1.04

### Norlight Charges

Description	Per Line Monthly Recurring
Carrier Infrastructure Fee	1.75%
Federal TRS	
Federal USF	9.10%
Michigan 911 Surcharge	Varies by Geographical Area

### Qwest Charges

Description	Per Line Monthly Recurring
Presubscribed Interexchange Carrier Charge (PICC) – Multi-Line	\$2.45
Presubscribed Interexchange Carrier Charge (PICC) – Centrex Line	\$0.45
Local Number Portability Charge per Line	\$0.15
Universal Service Fund Surcharge on Interstate Services	9.10%
Telecommunications Relay Service Surcharge on Interstate Services	0.08%
Payphone Surcharge – Calling Card to Toll Free Number	\$0.30



## **Exhibit B-1**



**State of Michigan  
Link Michigan**

**CBDS III**

**Statement of Work**

**Exhibit B-1**

**August 25, 2003**



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## 1. Introduction

### 1.1. Current State Environment

The State's Enterprise Data Network is the integrated vehicle for carrying all forms of the State's business traffic, including formal applications (both mainframe and client/server); shared file space on Unix, NetWare or Microsoft OS servers; and the web-based corporate Intranet. It includes several different networks – XMAN (SONET ring connecting downtown Lansing, Secondary Complex, and Baker-Olin), LMAN (Lansing Metropolitan Network), point-to-point links, and the State-wide Wide Area Network, both managed and unmanaged (State WAN) provided by the Contractor

Data protocols have been consolidated to TCP/IP by converting legacy traffic to encapsulation over TCP/IP. The State TCP/IP address space falls within NIC-registered public address blocks and RFC1918 compliant private address blocks.

The business demands of the State require that the State WAN be available at all times, and have predictable, and adaptable, characteristics.

The State will continue to evolve the ATM, SONET, and IP backbones, utilizing new technologies where appropriate, allowing it to move all voice, video, and data into a single network, providing optimal quality of service to the various media, and maximum available bandwidth and reliability. This will also allow integration of the State's data and voice help desks, as well as integration of operations, monitoring, and reporting functions.

The State WAN serves approximately 1200 agency offices throughout the State. Many of these sites require that service be available 24x7x365, and some have backup facilities.

There are several Virtual Private Networks (VPN) provisioned within the State WAN architecture:

- The Michigan State Police use a VPN with a separate head-end in Lansing.
- The Local Government Network (LGNet) is an Extranet VPN with a separate head-end in Lansing, secured from the Intranet by its own set of firewalls. The LGNet VPN is used to manage unsecured connections to all units of local government accessing state applications.

In addition to this internal topology, the State maintains an Enterprise DMZ LAN for provisioning the State's presence on the World Wide Web. The State also maintains an Enterprise Extranet to support specific business activities of clients and suppliers.

This Network Design and the services described herein are offered only to the State and it's authorized Extended Purchasing Partners. And the State and such extended purchase partners are the only authorized users of the Network and services described herein. The service and the Network Design is offered only on an intrastate basis within the State of Michigan. The State and each Extended Purchasing Partner must certify that the traffic over this Network and these circuits is less than 10% interstate.



### 1.1.1. Data Paths

For application design purposes, the State considers there to be three classes of data paths:

- **Core Sites** are the InterLATA Points of Presence (POP)
- **Distribution Sites** are the IntraLATA POPs
- **Edge Sites** are sites that connect to a distribution site.

There are four primary data destinations from any site:

- To an Enterprise Data Center for mainframe applications, centralized client/server, and centralized Intranet web services.
- To a regional application, mail or proxy hub, shared with several locations in the same LATA, for up-stream forwarding and redistribution or application software distribution and desktop management
- To various small, agency internal web sites and shared file and print servers
- To the Internet, currently through one of the State's major ISP connections

## 2. Definition of Services

### 2.1. Overview

This CBDS-III Statement of Work (SoW) is subject to the terms of the Contract. If there is a conflict between the Contract and the CBDS-III SoW, the Contract will control. In addition to the defined terms contained in the Contract, **Attachment B-1.C** contains additional defined terms used in this SoW.

The Contractor will perform all Services in accordance with an "Operations Plan", which will be mutually agreed upon by the Contractor and the State and delivered to the State no later than thirty (30) days after the end of the Transition Period. The Operations Plan will delineate, in reasonable detail, the processes, procedures, relevant contacts, and methods of operation in effect for the State at the end of the Transition Period, or as may be mutually agreed upon to implement and deliver the Services described in this CBDS-III SoW. The Contractor will have the right to implement processes, procedures and methods of operation that improve upon or optimize the implementation and delivery of the Services. The Contractor and the State have agreed upon the contents of the Operations Plan, at a minimum, which is included with this CBDS-III SoW. The Contractor and the State will, from time to time, update and amend the Operations Plan, as necessary, to reflect changes in the operations and procedures described therein. In addition, the Contractor and the State will meet each March, June, September, and December to review the Operations Plan and correct deficiencies.

The following categories of managed services will be provided under this Contract. Some Service Elements may be performed by Third Party Subcontractors under Third Party Agreements or subcontracts, and will be managed by the Contractor.

CBDS-III is a managed IP network consisting of core, distribution, edge, circuits, and equipment.



The Contractor will proactively manage, monitor, maintain and operate CBDS-III on a 24x7x365 basis to discover any Incidents that exceed the metrics defined in the Operations Plan.

A State site must have a managed CBDS-III device interfaced from the physical layer network to be considered a device on CBDS-III.

The Contractor will provide CBDS-III to establish communication links from and between all State offices to the State's Lansing Metropolitan Area Network (LMAN).

Prices for services listed in this CBDS-III SoW are attached to the Contract and labeled **Attachment B-1.A**.

Multicast, Network Address Translation (NAT), On Demand Address Pools (ODAP), MPVRF, and VPN Select, will be supported on CBDS-III.

The Contractor's design team will assist the State's network engineers during the planning and design phase to define classes of service that the State will use within CBDS-III.

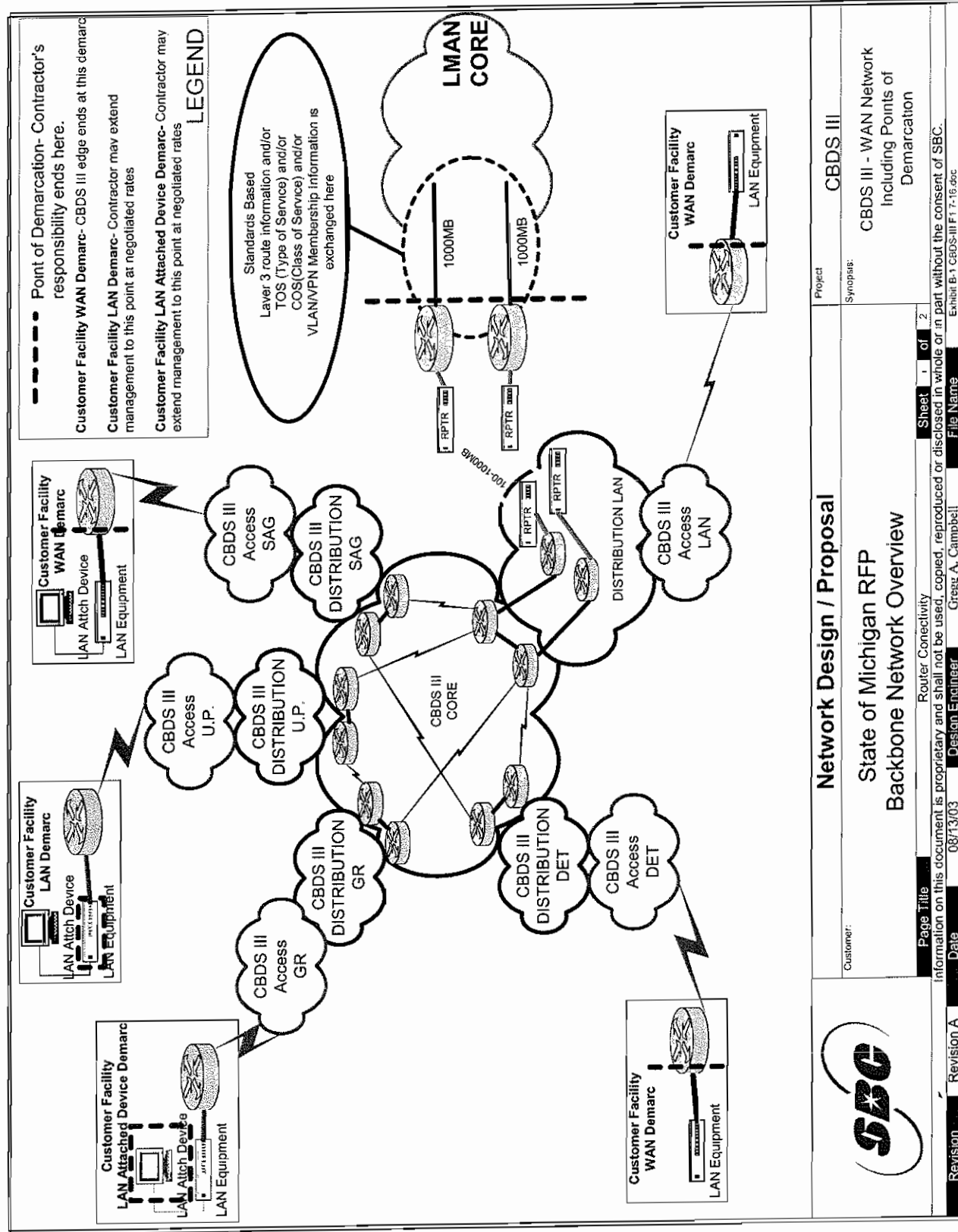
The Contractor will provision Quality of Service (QoS) and Class of Service (CoS) capabilities to the CBDS-III edge devices. Differentiated Services (DiffServ) and Class Based Weighted Fair Queuing (CBWFQ), or a mutually agreed upon queuing methodology will be used to provide QoS capabilities within CBDS-III as defined in the Operation Plan and as noted in **Attachment B-1.A**.

Multiprotocol Label Switching (MPLS) implementation is planned for a future period as requirements dictate and as mutually agreed. Implementation of MPLS will not alter pricing of CBDS III unless noted in **Attachment B-1.A**. MPLS provides traffic-engineering policies to ensure optimal traffic distribution and improve network utilization when multiple paths are available.

The Contractor will minimize risk using the existing production proven and debugged edge circuits. The Contractor will continue to use the existing network until the State is satisfied with the new infrastructure's stability and reliability as defined in the Transition Plan.

Both the new core and distribution layer infrastructure and the existing infrastructure will be fully functional and interconnected during the transition phase as defined in the Transition Plan. In the event of a problem, dynamic routing protocols will choose the most viable path. If the problem is unrecoverable via the dynamic routing protocols, the Contractor's network engineers will intervene to manually correct the issue. All of the high availability sites will also have a third communication path via backup facilities as defined in the Operations Plan.







### 2.1.1. CBDS-III Transport/Protocols

Contractor will provide protocols, transport, bandwidth increments and services including, but not limited to the State LATAs, as specified in the **Attachment B-1.A**.

The Contractor will optimize CBDS-III capability. The key elements will be defined during the Transition Period and will be defined in the Operations Plan.

Protocols that are natively supported by MPLS/VRF will be provided at full network interface bandwidth rates.

Upon MPLS/VRF implementation, the Contractor will install network tunnels for protocols not natively supported by MPLS/VRF and not to exceed 25% of device CPU utilization.

The Contractor will provide the State one (1) Simple Network Management Protocol (SNMP) read string on the core and distribution devices carrying its IP traffic until MPLS/VRF public implementation. The Contractor will provide the State one (1) SNMP read string on the edge devices carrying its IP traffic. If State audit requirements dictate, then read-only access to the router configurations shall be granted to the State. The State may not retain or utilize an image of the router configurations.

### 2.1.2. CBDS-III Demarcation Points (Demarc)

LAN interfaces at the CBDS-III edge devices (edge demarc) will support all interface types and speeds as required and requested by the State as defined in **Attachment B-1.A**.

Figure 2.1.1 depicts the typical expected points of management demarcations as envisioned at contract inception. These points of demarcations are:

- Customer Edge/Premise Edge WAN Demarc - CBDS III edge ends at this demarc
- Customer Edge/Premise Edge LAN Demarc - Contractor may extend management to this point at negotiated rates
- Customer Edge/Premise Edge LAN Attached Device Demarc - Contractor may extend management to this point at negotiated rates
- Customer Edge/Premise Edge Demarc with managed Tail Circuit - Contractor manages insertion of Remote Facility networks onto CBDS III only
- Customer Edge/Premise Edge WAN Demarc with managed Tail Circuit - Contractor manages elements up to and including router at Remote Facility

The Customer Edge/Premise Edge WAN Demarc point of management demarcation, being identified as the physical LAN interface of the connection device in the diagram, will require a different test and repair methodology from those interfaces and devices that share a single management responsibility. For LAN Incidents at the Customer Edge/Premise Edge WAN Demarc the State has initial ticket, test, and repair responsibilities. The State may rely on information provided by SBC for LAN interface Incident ticket generation as defined in the Operations Plan. If the State's initial testing indicates that the managed router LAN interface is the source of the Incident, the State will open a ticket with SBC on that Incident. The State and SBC will then work collaboratively to resolve such Incidents.



### 2.1.3. CBDS-III Additional Services

The Contractor will provide Inter-LATA Private Line services through a carrier selected by the State

The Contractor will provide full support for B-ICI ATM connections to third-party carriers.

The Contractor will provide optional back-up configurations as required by the State and defined in the **Attachment B-1.A**

The Contractor will provide optional features for deployment on a site-by-site basis in the State LATAs at the State's request and defined in the **Attachment B-1.A**.

### 2.1.4. CBDS-III State Responsibilities

The State will be responsible for the following at each edge site (in addition to any other specific responsibilities set forth in the SOW):

- Provide all Inside Local Area Network Wiring
- Provide adequate space, including a secure room
- Provide adequate power and environmental requirements for the Managed Elements in accordance with the manufacturer's specifications
- Providing physical security for the Managed Elements at State Sites
- Provide the Contractor with a local contact and a process for access to the site where services are performed, including security pass/escort requirements.
- Provide Contractor with the blocks of IP addresses required to implement required Network addressing of the Managed Elements
- Respond in a timely manner to MACs as defined in Operation Plan

### 2.1.5. CBDS-III Contractor Responsibilities

- Where building facility management allow, provide Demarcation extension during CBDS-III circuit installation. A cost may be incurred as defined in **Attachment B-1.A**.
- Verify all MACs for completeness before issuing them in the work order processing system.
- Contractor will provide equipment, wiring, and maintenance necessary to operate the CBDS-III network up to the Demarcation point as defined in **Attachment B-1.A**.

## 2.2. CBDS-III Maintenance

All CBDS-III edge, distribution and core equipment will be monitored and polled to identify CBDS-III outages and degradation.

The Contractor will perform maintenance on CBDS-III equipment during the least intrusive times as determined by site requirements and length and complexity of the maintenance.

The Contractor will implement a management tool set jointly approved by the State and Contractor as defined in the Operations Plan.

Some network devices may require unique feature sets. The Contractor will maintain a standard feature set. The Contractor will analyze new feature set releases each April,



August, and December and determine the benefits and risks associated with any upgrades. The results of this analysis will be reported to the State after the Contractor's review at least one week prior to the monthly CBDS-III engineering meeting scheduled in accordance with the Operations Plan. The State and Contractor will jointly decide on the best solution to meet the State's needs.

The State will notify the Contractor of a new feature set requirement. Solutions involving the implementation of a new feature set will be evaluated based upon its benefits risks and costs. The State and Contractor will jointly decide on the best solution to meet its needs

## **2.3. CBDS-III Moves, Adds, and Changes**

### **2.3.1. Overview**

See **Attachment B-1.D** CBDS-III Installation Timeline.

The LinkMichigan Center will provide consistent representation to the State for all CBDS-III MAC requests. MAC submission will be available online to authorized users defined by the State. The Contractor's Network Operations Center and Engineers will work with the appropriate personnel at the State to identify CBDS-III technology provisioning requirements.

The Contractor will receive MAC requests directly from the Designated State Contacts. The Designated State Contact will have the appropriate authority to make decisions (e.g., approve and prioritize Contractor's service orders etc.) to assist the Contractor with MAC activity coordination and completion. The State will sign off or approve successfully completed MAC. The Operations Plan will identify the procedures to add authorized State users who may request MAC work.

The Contractor is providing two Project Managers. The Project Managers are assigned to assist with MAC requests for CBDS-III. In scope MAC, which are subject to SLAs and covered by the contracted prices are limited to the capacity of two Project Managers

The Contractor has the following objectives for MAC orders upon the receipt of a complete and accurate MAC order:

- Five (5) Business Days for software MAC
- Thirty (30) Business Days for hardware MAC (physical circuits or hardware services) where facilities and hardware are available
- In-scope MAC, which are subject to SLAs, will have an order completion date (due date) assigned by the Contractor, which is the Contractor's commitment to deliver the service request on time (due date)
- Out-of-scope MAC, which is considered a project, is defined as the State's notification of a rejected Contractor MAC due date. Out-of-scope MAC is considered a billable project.

The State may request an expedited MAC. The expedited MAC may be out of scope and considered a Project, which is subject to a billable negotiated rate. Upon Project approval by the State, the Contractor will develop and submit a written Project Plan, including



timelines and milestones. The Contractor will also manage the Project to completion and submit status reports as defined in the Plan. The price and due dates for Projects will be negotiated for each specific Project.

The Contractor will perform and/or coordinate Field Services on Business Days. The Contractor and the State will mutually agree on the scheduling of such MAC activity in order to minimize interruptions of normal business activities. The Contractor will identify, prior to performance, any MAC activity that may result in significant disruption of service to any End User; and in such instances, the State may request such activities be performed outside the Normal Business Hours. Should the State request MAC activity performed outside normal Field Service hours, when MAC work could be performed during normal Field Service hours without interruption of normal business activities; the State agrees to be billed as defined in **Attachment B-1.A**.

### **2.3.2. MAC Tracking Reports**

Contractor will allow access via a web interface to the Contractor's Work Order Ticketing System for Authorized Users. Access includes Incident ticket order entry, status, and report viewing. If the web interface is not available to the State due to the Contractor's technical or operational issues, the Contractor will provide an electronic file with the MAC information as defined in the Operations Plan.

### **2.3.3. CBDS-III Change Management**

The Contractor and the State will develop a Change Management Process as part of the Operations Plan.

### **2.3.4. CBDS-III Escalation Process**

The Contractor and the State will jointly initiate and coordinate all technical meetings, conference calls, and escalation processes as defined in the Operations Plan.

The Contractor will provide the State with an Escalation Contact List as defined in the Operations Plan.

## **2.4. CBDS-III Monitoring, Management and Reporting**

### **2.4.1. Overview**

The Contractor will collect MIB variables as defined in the Operations Plan incident detection, reporting metrics, and Problem Management.

The Contractor will be responsible for Incident ownership, monitoring, tracking and communication to the State as defined in the Operations Plan.

The Contractor will provide Incident status with a web interface for the State accessible by Authorized Users.

### **2.4.2. CBDS-III Equipment Management**

All CBDS-III equipment startup and running configurations will be backed up daily, as a result of a configuration modification, to ensure up-to-date and historical archives. These configurations will also be audited daily to ensure the device's running and startup configuration are consistent.



All CBDS-III edge, distribution, and core equipment will have their inventory dynamically updated.

#### **2.4.3. CBDS-III VPN Management**

The Contractor will provide edge-to-edge VPNs within CBDS-III with full connectivity to the LMAN.

#### **2.4.4. CBDS-III Audit and Verification**

The Contractor will perform an audit to validate the Inventory Database and reconcile the information with the circuit database and device database of CBDS-III.

The Contractor will provide State with the results of this audit in a mutually agreed to format as defined in the Operations Plan.

The audit will be done annually and delivered to the State or its designated representative on the anniversary of the Effective Date.

The Contractor will provide dynamic device tracking to ensure data accuracy, plus regularly scheduled audits against MAC activity.

#### **2.4.5. CBDS-III Capacity and Configuration Management**

Contractor will provide capacity management, including edge and core circuit utilization and device CPU utilization. Contractor will make recommendations to the State based on these reports. Such modifications as a result of these recommendations will be subject to the Change Management Process.

CBDS-III capacity planning and configuration management tasks will be defined in the Operations Plan.

#### **2.4.6. CBDS-III Monitoring**

A long-term and short-term risk assessment and analysis will be performed each May and November. This assessment and analysis will be defined in the Operations Plan.

The Contractor will provide the State with a web interface for viewing near real-time network statistics on CBDS-III devices and interfaces. The Contractor will allow the State to chose to view near real-time reports on a per-site or per-interface basis, and to select reports for historical and trend statistics. The Contractor will provide customized reports, as defined in the Operations Plan, that allow the State to view periodic reports on statistics collected by the network management platform.

The Contractor will dynamically maintain CBDS-III hardware model, module, and memory components. The Contractor will maintain an inventory of software and feature sets running on each device.

The Contractor will have dedicated staff to review performance and network health reports. Capacity planning and performance review criteria will be maintained in the Operations Plan.



The Contractor will make recommendations to the State's Designated Representative on methods to improve network throughput and performance during the monthly engineering meeting.

The Contractor will facilitate the network tuning processes by having dedicated staff to review network efficiency and tools that provide proactive threshold alarming and identify network problems.

#### **2.4.7. CBDS-III Service Level Monitoring**

The Contractor will implement monitoring tools and procedures required to measure the performance of the services against the SLAs. The Contractor will provide the State with mutually agreed to reports and supporting documentation for purposes of verifying such monitoring. The Contractor will present these reports to the State monthly at a mutually agreed date/time, and will be provided electronically via a secure web interface accessible by Authorized Users.

Contractor and the State will meet at least quarterly to review past performance standards. Adjustments and improvements will be made to the processes and operations of the Contractor or the State that affect the performance standards.

#### **2.4.8. CBDS-III Security**

The Contractor will put a security policy in place that is consistent with the "Michigan State Government Network Security Policy, Procedure 1410.17" (see **Attachment B-1.F**) and mutually agreed to, to manage the security of the State's telecommunications services. The Contractor will program all of the CBDS-III equipment. Contractor will take all reasonable precautions to prevent unauthorized remote platform access to the State dedicated platforms, and unauthorized user access to CBDS-III devices.

The Contractor will recognize the CBDS-III network as part of the State's secure Intranet.

CBDS-III security methods will be included in the Operations Plan

Contractor will be required to notify the Designated State Contact in the event of a possible security breach on CBDS-III devices and State dedicated platforms.

The Contractor will ensure that all access to CBDS-III equipment will be traceable to individual user accounts.

The State reserves the right to audit or conduct vulnerability assessment of the equipment/architecture of CBDS-III. The Contractor will cooperate with all reasonable requests of the State.

Contractor will cooperate and assist Designated State Contact to resolve potential security issues originating from CBDS-III.



## **2.5. CBDS-III Reporting**

### **2.5.1. Overview**

All reports and the frequency of those reports will be defined in the Operations Plan.

The Contractor will provide reports on network activity, health, and analytical information to keep the network operating efficiently. The reports will be developed with the ability to be rolled up to increased time increments for review.

The Contractor will provide reports via a web interface that will support a file format jointly approved by the State and the Contractor. The reports will be posted to a secure Web site for downloading and accessible only by Authorized Users.

The Contractor will provide reports via a web interface to the State within the timeframes defined in the Operations Plan.

The Contractor and the State's Designated Representative will meet February, May, August, and November of each calendar year to review performance standards and to make any necessary adjustments to the processes or performance standards.

### **2.5.2. Performance Reporting**

The Contractor and the State will develop a set of standard reports that are designed to record CBDS-III performance. The reports will be defined in the Operations Plan. The Contractor will monitor, collect and process data for these performance reports, which provide information required for root cause analysis, chronic analysis, and assessment of conformance to Performance Standards. The State may change the report format or frequency. This may incur costs as defined in **Attachment B-1.A**. An electronic copy of the reports will be available to the State by the method defined in the Operations Plan.

### **2.5.3. Management Reports**

Contractor will maintain a database of CBDS-III devices and circuits as defined in the Operations Plan. The database will include, but not be limited to the following elements:

- Circuit ID
- Site Location
- Type (core, distribution and edge)
- Device information (make, model, hardware and release and patch level)
- Speed
- Facility Type
- Related Contractor equipment and ports

The database will be maintained continuously by coordinating all CBDS-III Incidents through the LinkMichigan Center.

Contractor will provide an electronic copy of the database to the State upon Contract termination, including device software configurations for all hardware and software assets of which the State elects to purchase at residual or fair market value, and take ownership of, through transition out of this contract and State owned assets.



On Shared Elements, when and where available, the Contractor will provide near real-time data on availability and performance as defined in the Operations Plan.

#### **2.5.4. Historical Reporting on CBDS-III Performance**

The Contractor will provide interface statistics listed here and/or defined in the Operations Plan per device where the Contractor maintains both ends of the circuit.

The Contractor will provide the following reports:

- Daily Bandwidth utilization to the premise device
- Daily CPU utilization to the premise device
- Daily CRC and dropped packet error rates to the premise device
- Weekly CBDS-III availability (uptime and downtime)
- Weekly Bandwidth utilization to the premise device
- Weekly CPU utilization to the premise device
- Weekly CRC and dropped packet error rates to the premise device
- Monthly Network availability (uptime and downtime)
- Monthly Mean Time to Repair (MTTR)
- Monthly Error rates as defined in the Operations Plan
- Monthly Service-affecting outages (times, DNS names, outage duration, cause)
- Monthly Service Request On Time Completion (SROTC)
- Root Cause Analysis on Major Outages

The Contractor will have available via a web interface, the reports on the following schedule:

- Daily – by noon of the following Business Day
- Weekly – by the end of the first Business Day of the following week
- Monthly – by five Business Days prior to the following monthly meeting

#### **2.5.5. Trending Reports**

The Contractor will provide the ability to aggregate the network performance statistic as defined in the Operations Plan into quarterly, semi-annual, and annual reporting levels and archive for one (1) year.

### **2.6. Problem Management**

#### **2.6.1. Overview**

Problem Management includes activities related to restoring services after an outage and subsequently analyzing cause of failure. Contractor will provide Fault Management services on CBDS-III, including remote alarm monitoring, problem report receipt, problem identification and isolation, remote and on-site resolution, and dispatch management through the Contractor and/or third parties. The Contractor will perform Field Services 24x7x365. Upon receipt of a problem or alarm notification, the Contractor will initiate problem resolution efforts. The Contractor will prioritize the Trouble Ticket in accordance with mutually agreed upon metrics defined in the Operations Plan. The Contractor will provide Field Technician Services, either directly or through Subcontractors, to perform on-site Fault Management and CBDS-III Maintenance.



Contractor will troubleshoot, isolate and resolve problem conditions related to the CBDS-III Services in accordance with the Performance Standards. Upon determining the source of the fault, Contractor will perform either of the following activities:

- Resolve the problems remotely, where possible
- Change the software feature, reroute past or replace the defective equipment, hardware component, and/or
- Refer the problem to the appropriate Contractor organization and/or Third Party Subcontractor for problem resolution.

The Contractor will escalate troubles per the mutually agreed escalation procedures as set forth in the Operations Plan, and provide the State with status at escalation thresholds throughout the trouble resolution efforts.

In the event an engineering design plan is proposed due to manufacturer discontinued equipment or a required feature set is proposed by Contractor and not implemented at the request of the State, then the Contractor's ability to perform certain duties hereunder including, but not limited to, Performance Standards and traffic studies may be impaired and additional costs may be incurred by the State.

The Contractor will notify the State when any manufacturer has informed the Contractor of its plans to cease to provide technical support with respect to CBDS-III components. The Contractor will provide the State with an engineering design plan to update such components to a level or system supported by the manufacturer or other mutually agreed manufacturer.

Contractor will provide tiered technical support either directly or indirectly (e.g., manufacturer technical support) to resolve CBDS-III outage conditions and performance issues in accordance with the Performance Standards set forth in the Operations Plan.

The Contractor will report an Incident to the Designated State Contact within the defined acknowledgments in the Help Desk SOW and Operations Plan.

The variables that determine the Incident Classification for the Work Order Ticketing System and Monitoring Systems will be defined in the Operations Plan.

The Contractor will minimize adverse effect of an Incident by following the Problem Management Process defined in the Operations Plan.

A CBDS-III problem will have the following processes applied, but not limited to as defined in the Operations Plan:

- Detection and Recording
- Classification and Initial Support
- Investigating and Diagnosis
- Resolution & Recovery
- Closure



### **2.6.2. Detection and Recording**

Customers using either electronic messaging or telephony communications report all Incidents to the State Help Desk. The State Help Desk documents the Incident using a Work Order Ticketing System and assigns an escalation priority based on one of the criteria defined in the Problem Management Process section of the Operations Plan. The State will notify the LinkMichigan Center to open an Incident as described in **Exhibit B-10**. The process of reporting, viewing, problem management, escalation, resolution, and performance standards will be defined in Operations Plan.

Reporting requirements related to Incident reporting will be the responsibility of the State and Contractor for their respective systems as defined in the Operations Plan.

Service level objectives for both the State and Contractor are established as follows:

- State and LinkMichigan Center must be staffed 24x7x365 for Telephone Calls and Electronic messaging
- All Incidents submitted electronically to the LinkMichigan Center will be responded to within the prescribed priorities of escalation. This will be measured and reported on a monthly basis as defined in the Operations Plan.

Upon notification of a CBDS-III Incident from the Designated State Contact or proactive monitoring, the LinkMichigan Center will initiate a Trouble Ticket and begin resolution efforts.

### **2.6.3. Classification and Initial Support**

CBDS-III Incidents will be classified based upon criteria defined in the Operations Plan. The Contractor will establish the severity of an Incident in accordance the Operations Plan.

The Contractor will provide status updates to the Designated State Contact on Urgent and High Priority problems as defined in the CBDS III section of Exhibit B-10 and Operations Plan.

### **2.6.4. Investigating and Diagnosis**

The Contractor will implement operating procedures to clearly define troubleshooting process and escalation and hand-off times in the Operations Plan.

Contractor will provide access via a web interface, to the Contractor's Work Order Ticketing System for Authorized Users. Access will include Incident tickets, order entry, status, and report viewing.

### **2.6.5. Resolution and Recovery**

The Contractor will have staff and spare materials available to meet the performance specifications defined in the SLAs and Operations Plan.

### **2.6.6. Closure**

All Incidents will be closed only after the Designated State Contact concurs the Incident is either resolved or irresolvable as defined in the Operations Plan.



### **2.6.7. CBDS-III Business Continuity Plan**

Contractor will provide a Business Continuity Plan (CBDS-III BCP) to ensure that the required State Network Monitoring facility can be recovered within the agreed time.

Contractor's CBDS-III BCP will be aligned, reviewed, revised and simulation tested, during the Maintenance window as defined in the Operations Plan, thirteen (13) months from Effective Date, then annually

The Contractor will submit a letter fifteen (15) days after CBDS-III BCP testing is completed certifying that the CBDS-III BCP testing was successful or unsuccessful. If the test was unsuccessful, the Contractor will conduct another CBDS-III BCP test every thirty (30) days until a successful test is done and certified.

The Contractor will be prepared to respond to a natural or manmade disaster that may eliminate CBDS-III management, monitoring and maintenance facility

### **2.6.8. Chronic Problem Report**

The Contractor will report a Chronic Problem within two hours of the occurrence to the Designated State Contact via the methods defined in the Operations Plan.

The Contractor will provide the State with a thirty (30) day rolling report for chronic Problems

## **3. Staffing**

The Contractor will provide a support structure within its LinkMichigan Center in Lansing, MI for the State. This will include account management, engineering, Network Operations Center, and project management for CBDS-III activities

The Contractor will supply a CBDS-III support presence, co-located with the State until a successful LinkMichigan Center transition is completed as defined in the Transition Plan.

## **4. Pricing, Fees, and Payments**

See Services Pricing in **Attachment B-1.A**.

## **5. Transition (into the Contract)**

The Contractor will continue to provide support and MAC service on the existing CBDS-II network during the transition as currently provided

In order to effectively and successfully transition the existing managed WAN network, communication and support of the project by the State will ultimately determine the success of the transition. The Contractor's goal is to seamlessly migrate Services from the current environment to an integrated Contractor Managed Services. This conversion involves the formal change in current concepts, structure, subcontractor relationships, processes and procedures to a Contractor Managed Services and service delivery methodology.



The State and Contractor will partner in developing, identifying and communicating these changes throughout the State's organization during the course of this project. The State and Contractor will share equally in the transition responsibilities.

Upon Effective Date, the process begins for transitioning the State to the Contractor's Managed Services. The Contractor Transition Team works with the State's Transition Team and is responsible for the development and execution of the Transition Plan. The Transition Plan will ensure a seamless move of State's communications needs from the current environment to an integrated Contractor Managed Services.

Major transition tasks include:

- Finalize the transition, mission, scope, objectives, parameter and project description
- Conduct meetings to confirm and solidify the State's requirements and project scope
- Prepare regular status reports with the State's Transition Team.
- Establish and manage a Contractor Transition Team and finalize the Transition Plan
- Plan an acceptable Transition Plan with the State.
- Determine the timeline by each discipline.
- Implement the Transition Plan by discipline

Contractor will ensure that the implementation of the Transition Plan is facilitated within the agreed to time frame, with minimal adverse impacts to the End Users or its core business.

The Major Transition Milestone elements are listed below, dates/days are to be further defined in the Transition Plan. Modifications to this plan will be mutually agreed between the State and the Contractor

	Task Name*	Duration (Business Days)	Start Date	End Date
1	CBDS II to CBDS III Transition	239 days	8/1/2003 8:00	6/30/2004 17:00
2	NOC Construction	132 days	8/1/2003 8:00	2/2/2004 17:00
3	Hire Personnel	132 days	8/1/2003 8:00	2/2/2004 17:00
4	Train Personnel	132 days	8/1/2003 8:00	2/2/2004 17:00
5	Process Developed	197 days	8/1/2003 8:00	5/3/2004 17:00
6	Work and share process with State	197 days	8/1/2003 8:00	5/3/2004 17:00
7	SOM Review and Sign Off on Process	10 days	4/20/2004 8:00	5/3/2004 17:00
8	Tools Implemented	66 days	2/3/2004 8:00	5/4/2004 17:00
9	Implement Tools, Infrastructure., and Equipment	66 days	2/3/2004 8:00	5/4/2004 17:00
10	NOC Operational	1 day	5/4/2004 8:00	5/4/2004 17:00
11	Backbone Construction	161 days	10/3/2003 8:00	5/3/2004 17:00
12	Order Ckts Install Ckts	109 days	11/3/2003 8:00	4/1/2004 17:00
13	Order and install backbone equipment	109 days	11/3/2003 8:00	4/1/2004 17:00
14	Test Backbone operation	23 days	4/1/2004 8:00	5/3/2004 17:00
15	CBDS II Sites cut over to new backbone	41 days	5/5/2004 8:00	6/30/2004 17:00
16	Transition Complete 1st Monthly Meeting	1 day	6/30/2004 8:00	6/30/2004 17:00



\*The State will provide notification and coordination of all transition activity with the End User / agency

\*Seed agencies' sites may be downgraded to fractional services during the transition period at a rate not to exceed five per month. No agency sites may be downgraded to fractional services between the beginning of "Backbone Operational - Testing" through "Transition Complete 1st Monthly Meeting".

\*All CBDS II normal daily MAC activity will be handled through the CBDS II MAC process during the transition period prior to "Backbone Operational - Testing". All CBDS II MAC activity is suspended from "Backbone Operational - Testing" through "Transition Complete 1st Monthly Meeting". CBDS II MAC activity that is suspended during the suspense period will come out of suspense after "Transition Complete 1st Monthly Meeting" to be implemented by the LinkMichigan Center.

\* \* SLA reporting and penalties will be implemented more than thirty (30) but less than sixty (60) days after site cut-over. (i.e. Sites that cut over to the new CBDS III backbone between May 1 and May 31 will be measured against their appropriate SLA(s) effective July 1, cut-over July 1 to July 31 = SLA's effective September 1, etc.).

If Contractor fails to complete conversion from CBDS-II to CBDS-III, then MSC **Section 7.3** will apply.

Payment for CBDS III Backbone will begin when the first circuit is Cutover to CBDS-III (not to include initial testing).

Contractor will use appropriate project management disciplines and tools to ensure a seamless transition for the State. In order to ensure a smooth transition, the team will focus on two (2) major areas:

- Transition Planning
- Successful execution of Transition Plan

## **5.1. Activities and Deliverables**

Following is a summary of activities and deliverables in each of the major transition areas of the Transition Plan.

### **5.1.1. Planning:**

#### **5.1.1.1. General Activities:**

- Develop Transition Team (Contractor and State) relationships
- Timely establishment of Contractor services delivery
- Consistency between Transition Plan and State's expectations
- Documentation of critical agents and vendor milestones
- Documentation of critical milestones
- Detailed Transition Plan



**5.1.1.2. Tasks:**

- Jointly deploy Contractor's and State's teams
- Contractor will obtain letters of agency
- Jointly develop and execute initial Agency Communications Plan
- Jointly review Scope of Work and Operations Assumptions
- Contract site analysis plan: validate requirements for data collection
- Contractor will understand State's Current Mode of Operations (CMO): processes and site details
- Jointly finalize detailed Transition Plan
- Contractor starts execution of billing and human resources (CMO)
- Contractor starts development of Operations Plan: processes identifying Future Mode of Operations (FMO), deliverables and measurements
- Contractor to finalize requirements of infrastructure for FMO: people, real estate, IT system requirements (databases), equipment, vendors, etc.

**5.1.1.3. Output:**

- Detailed Transition Plan: billing, human resources, Service Center, Field Services, etc.
- Draft of Operations Plan
- List of required State infrastructure

**5.1.2. Execution:**

**5.1.2.1. General Activities:**

- Execution of transition according to detailed Transition Plan
- Execution of Agency Communications Plan
- Transition Status Reports
- Transition Plan Sign-off

**5.1.2.2. Tasks:**

- Jointly finalize and execute Transition Plan: transition locations and processes according to plan
- State will implement State Communications Plan
- Contractor will define infrastructure for FMO: people, real estate, IT system, required databases, equipment, vendors, etc.
- Contractor collection of required data: database updates and State deliverables
- Contractor will execute processes according to Site requirements
- Contractor will finalize execution of billing and human resource needs (FMO)

**5.1.2.3. Jointly sign off Operations Plan Output:**

- Staffed and trained force: Service Center, Field Services, etc
- Contractor FMO Operation: implementation of Contractor processes and reengineered services
- Transitioned all in-scope deliverables
- Operations Plan



- Formalized service assurance procedures

## 5.2. State Deliverables

The following list identifies, but is not limited to, the State's deliverables that may be requested:

- Provide letter of intent or signed contract
- Assign State Transition Team
- Identify team roles and responsibilities
- Provide telecommunications organization chart
- Provide escalation list
- Participate in project status meetings
- Provide appropriate interfaces to support the development of new processes and procedures
- Provide project deliverables in a timely manner
- Provide list of Authorized Users
- Provide letters of agency for third party vendors and/or carriers
- Provide copies of third party contracts if appropriate
- Provide security access for on-site technicians
- Provide due diligence requirements
- Identify Local contacts (LCONs) and their local phone number
- Provide list of State holidays for the current year
- Develop State contract communication material
- Provide Designated State Contacts
- With the effective date of the contract the State shall define the building location for any extended dmarc
- Approve implementation plan
- Transition Plan Sign-off



**Exhibit B-1 Attachment List**

Attachment A – Pricing

Attachment B – Service Level Agreements

Attachment C – Glossary

Attachment D – Installation Timeline

Attachment E – Reserved

Attachment F – Network Security Policy



## Backbone Pricing\*

### OC3

		Total By OC3	
Lansing North (LN) to Detroit	MRC	\$	5,914.00
	NRC	\$	3,995.00
Lansing North (LN) to Grand Rapids	MRC	\$	5,718.00
	NRC	\$	3,995.00
Lansing South (LS) to Saginaw	MRC	\$	7,228.00
	NRC	\$	3,995.00
Lansing South to UP	MRC	\$	22,713.00
	NRC	\$	3,995.00
Detroit to Saginaw	MRC	\$	7,582.00
	NRC	\$	3,995.00
Grand Rapids to UP	MRC	\$	21,829.00
	NRC	\$	3,995.00

### Gigaman

LN	LS	MRC	\$	1,675.00
		NRC	\$	-
LN	PMC NOC	MRC	\$	1,350.00
		NRC	\$	-
LS	PMC NOC	MRC	\$	1,350.00
		NRC	\$	-

Grand Total MRC \$ 75,359.00  
Grand Total NRC \$ 23,970.00

\* Based on network design as of 9/17/03. Subject to change depending on network design and facilities availability at time of implementation, not to exceed \$30,000 NRC and \$90,000 MRC.



## Standard Edge Site - Single VPN Bundle Rate Table

Rate Element	Standard PVC Configurations						NRC
	ADSL - 128/384kb (Cisco 1721)	DSL - 56kb (Cisco 1721)	FTT - 128kb (Cisco 1721)	FTT - 256kb (Cisco 1721)	Monthly Charge	FTT - 512kb (Cisco 1721)	
Router	55.00	55.00	55.00	55.00	55.00	110.00	300.00
FRS Port	0.00	36.00	44.00	54.00	84.00	104.00	1988.00
FRS Circuit	49.00	64.00	156.00	156.00	156.00	156.00	1516.00
MPLS PVC / CIR (1/2 of Port rate)	9.00	15.00	24.00	27.00	30.00	42.00	546.00
Monitoring, Maintenance, Management (MMM)*	200.00	200.00	700.00	700.00	700.00	885.00	1000.00
Fixed Monthly VPN Bundle	313.00	370.00	979.00	992.00	1025.00	1048.00	5350.00
IXC Backbone Allocation***	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation
SBC Backbone Allocation***	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation
Allocation Period Single VPN Site Total	313.00	370.00	979.00	992.00	1025.00	1048.00	5350.00

\* Insert proper tiered pricing row from Tiered Pricing Table for MMM based upon current quantity of sites. Current site count = 1152  
Beginning the first March after contract signing and recurring every September/March thereafter, there will be a "site audit" to identify the tiered pricing row that will be applied for MMM charges for the next six month period. Insert proper tiered pricing row from Tiered Pricing Table for MMM based upon current quantity of sites. For example in March, 2004 the site count will be used to identified the pricing row which will establish per site pricing from April through September 2004. September's audit will establish per site pricing for October through March.

## Standard Edge Site - Multi-VPN Bundle Rate Table

Rate Element	Standard PVC Configurations						NRC
	ADSL - 128/384kb (Cisco 1721)	DSL - 56kb (Cisco 1721)	FTT - 128kb (Cisco 1721)	FTT - 256kb (Cisco 2621)	Monthly Charge	FTT - 512kb (Cisco 2621)	
Router	110.00	110.00	110.00	110.00	110.00	110.00	300.00
FRS Port	84.00	84.00	104.00	104.00	104.00	134.00	1988.00
FRS Circuit	156.00	156.00	156.00	156.00	156.00	156.00	1516.00
MPLS PVC / CIR (1/2 of Port)	27.00	30.00	33.00	33.00	33.00	42.00	546.00
Monitoring, Maintenance, Management (MMM)*	800.00	800.00	800.00	800.00	800.00	985.00	1100.00
Fixed Monthly Multi-VPN Bundle	1147.00	1180.00	1203.00	1203.00	1203.00	1427.00	5450.00
IXC Backbone Allocation***	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation
SBC Backbone Allocation***	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation
Allocation Period Multi-VPN Site Total	1147.00	1180.00	1203.00	1203.00	1203.00	1427.00	5450.00

\* Insert proper tiered pricing row from Tiered Pricing Table for MMM based upon current quantity of sites. Current site count = 1152  
Beginning the first March after contract signing and recurring every September/March thereafter, there will be a "site audit" to identify the tiered pricing row that will be applied for MMM charges for the next six month period. Insert proper tiered pricing row from Tiered Pricing Table for MMM based upon current quantity of sites. For example in March, 2004 the site count will be used to identified the pricing row which will establish per site pricing from April through September 2004. September's audit will establish per site pricing for October through March.

\*\* No CIR or SLAs are associated with ADSL.

\*\*\*Backbone charges to be allocated as follows: NRC's not to exceed 30,000 total and MRC of 90,000 for CBDS III's initial design implementation. Changes to the initial design will be approved through the Contract Change Notice of the MSC.

### Notes:

- \* If subsequent UNI's are added to bundle, the highest UNI bandwidth rate will be applied.
- \* Bundle downgrades or upgrades will not incur a NRC charge.
- \* Circuits must remain in service for a minimum of 12 months after installation or downgrade, or a termination charge of \$1,000 will be applied to that circuit.
- \* Support for Multi-media including Low Latency Queuing, Traffic Shaping, DiffServ setting and Multicast is provided on 768kb and higher sites only.
- \* Router price noted reflects standard configurations shown in the Edge Router description table. Router price will vary as additional components are required. See component pricing in WAN Bolt-on Options table.

### Footnote:

\*\* IXC and SBC Backbone charges and Backbone NRCs, less any performance credits, will be allocated to the individual circuits based upon a formula provided by the State while circuit NRC charges will be billed directly to the circuit.



# Standard Edge Site - "Standard Plus" Rate Table

Attachment B-1.A Pricing

Rate Element	Standard PVC Configurations								NRC
	ADSL - 128/384kb (Cisco 1721) RLAN Basic**	DS0 - 56kb (Cisco 1721)	FT1 - 128kb (Cisco 1721)	FT1 - 256kb (Cisco 1721)	FT1 - 384kb (Cisco 1721)	FT1 - 512kb (Cisco 1721)	FT1 - 768kb (Cisco 2621)	DS1 - 1.54Mb (Cisco 2621)	DS3 - 45Mb (Cisco 3745)
Router	55.00	55.00	55.00	55.00	55.00	55.00	110.00	110.00	300.00
FRS Port	0.00	36.00	44.00	54.00	84.00	104.00	134.00	164.00	1988.00
FRS Circuit	49.00	64.00	156.00	156.00	156.00	156.00	156.00	156.00	1516.00
MPLS PVC / CIR (1/2 of Port rate)	9.00	15.00	24.00	27.00	30.00	33.00	42.00	84.00	546.00
Monitoring, Maintenance, Management *	200.00	200.00	700.00	700.00	700.00	700.00	885.00	885.00	1000.00
"PLUS" Redundant Port		36.00		54.00		104.00	134.00	164.00	
"PLUS" Redundant Access		64.00		156.00		156.00	156.00	156.00	
"PLUS" Redundant PVC		9.00		12.00		18.00	21.00	42.00	
"PLUS" 56K DSU		21.27		30.39		30.39	30.39	30.39	
Fixed Monthly VPN Bundle	313.00	500.27	979.00	1244.39	1025.00	1326.00	1688.39	1791.39	5350.00
IXC Backbone Allocation***	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation
SBC Backbone Allocation***	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation
Allocation Period Single VPN Site Total	313.00	500.27	979.00	1244.39	1025.00	1326.00	1688.39	1791.39	5350.00

\* Insert proper tiered pricing row from Tiered Pricing Table for MMM based upon current quantity of sites. Current site count = 1152

Beginning the first March after contract signing and recurring every September/March thereafter, there will be a "site audit" to identify the tiered pricing row that will be applied for MMM charges for the next six month period. Insert proper tiered pricing row from Tiered Pricing Table for MMM based upon current quantity of sites. For example in March, 2004 the site count will be used to identified the pricing row which will establish per site pricing from April through September 2004. September's audit will establish per site pricing for October through March.

\*\* No CIR or SLA's are associated with ADSL.

\*\*\*Backbone charges to be allocated as follows: NRC's not to exceed 30,000 total and MRC of 90,000 for CBDS III's initial design implementation. Changes to the initial design will be approved through the Contract Change Notice of the MSC.

## Notes:

\* Standard Plus pricing requires reference to the following tables for pricing elements; CBDS III Standard Bundle, the Port and Access Circuit Table, the MPLS PVC/CIR Rate Table and the WAN Bolt-On Pricing sheet. Price will vary as additional components are required.

\* Standard Plus circuits will be considered Service Class 3 for SLA purposes

\* Bundle downgrades or upgrades will not incur a NRC charge.

\* Circuits must remain in service for a minimum of 12 months after installation or downgrade, or a termination charge of \$1,000 will be applied to that circuit.

\* Support for Multi-media including Low Latency Queueing, Traffic Shaping, DiffServ setting and Multicast is provided on 768kb and higher sites only.

\* Redundant port speed for Standard Plus option, may be less than or equal to the primary port speed.

## Footnote:

\*\* IXC and SBC Backbone charges and Backbone NRCs, less any performance credits, will be allocated to the individual circuits based upon a formula provided by the State while circuit NRC charges will be billed directly to the circuit.



# High Availability Edge Site - Single VPN Bundle Rate Table

Attachment B-1.A Pricing

Rate Element	Standard PVC Configurations								NRC
	ADSL - 128/384kb (Cisco 1721)	DS0 - 56kb (Cisco 1721)	FT1 - 128kb (Cisco 1721)	FT1 - 256kb (Cisco 1721)	FT1 - 384kb (Cisco 1721)	FT1 - 512kb (Cisco 1721)	FT1 - 768kb (Cisco 2621)	DS1 - 1.54Mb (Cisco 2621)	DS3 - 45Mb (Cisco 3745)
Router (with second WAN interface)	76.00	76.00	85.00	85.00	85.00	85.00	140.00	140.00	330.00
FRS Port	0.00	36.00	44.00	54.00	84.00	104.00	134.00	164.00	1988.00
FRS Circuit	49.00	64.00	156.00	156.00	156.00	156.00	156.00	156.00	1516.00
MPLS PVC / CIR (1/2 of Port rate)	9.00	15.00	24.00	27.00	30.00	33.00	42.00	84.00	546.00
Redundant FRS Port	0.00	36.00	44.00	54.00	84.00	104.00	134.00	164.00	1988.00
Redundant FRS Circuit	49.00	64.00	156.00	156.00	156.00	156.00	156.00	156.00	1516.00
Redundant MPLS PVC / CIR	9.00	15.00	24.00	27.00	30.00	33.00	42.00	84.00	546.00
Monitoring, Maintenance, Management *	200.00	200.00	700.00	700.00	700.00	700.00	885.00	885.00	1000.00
<b>Fixed Monthly VPN Bundle</b>	<b>392.00</b>	<b>506.00</b>	<b>1233.00</b>	<b>1259.00</b>	<b>1325.00</b>	<b>1371.00</b>	<b>1689.00</b>	<b>1833.00</b>	<b>9430.00</b>
IXC Backbone Allocation**	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation
SBC Backbone Allocation**	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation
Allocation Period Single VPN Site Total	392.00	506.00	1233.00	1259.00	1325.00	1371.00	1689.00	1833.00	9430.00

\* Insert proper tiered pricing row from Tiered Pricing Table for MMM based upon current quantity of sites. Current site quantity = 1152

# High Availability Edge Site - Multi-VPN Bundle Rate Table

Rate Element	Standard PVC Configurations								NRC
	FT1 - 256kb (Cisco 2621)	FT1 - 384kb (Cisco 2621)	FT1 - 512kb (Cisco 2621)	FT1 - 768kb (Cisco 2621)	DS1 - 1.54Mb (Cisco 2621)	DS3 - 45Mb (Cisco 3745)			
Router (with second WAN interface)	140.00	140.00	140.00	140.00	140.00	330.00			0.00
FRS Port	54.00	84.00	104.00	134.00	164.00	1988.00			0.00
FRS Circuit	156.00	156.00	156.00	156.00	156.00	1516.00			0.00
MPLS PVC / CIR (1/2 of Port)	27.00	30.00	33.00	42.00	84.00	546.00			0.00
Redundant FRS Port	54.00	84.00	104.00	134.00	164.00	1988.00			0.00
Redundant FRS Circuit	156.00	156.00	156.00	156.00	156.00	1516.00			0.00
Redundant MPLS PVC / CIR	27.00	30.00	33.00	42.00	84.00	546.00			0.00
Monitoring, Maintenance, Management	800.00	800.00	800.00	985.00	985.00	1100.00			0.00
<b>Fixed Monthly Multi-VPN Bundle</b>	<b>1414.00</b>	<b>1480.00</b>	<b>1526.00</b>	<b>1789.00</b>	<b>1933.00</b>	<b>9530.00</b>			<b>0.00</b>
IXC Backbone Allocation**	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation			0.00
SBC Backbone Allocation**	Allocation	Allocation	Allocation	Allocation	Allocation	Allocation			0.00
Allocation Period Multi-VPN Site Total	1414.00	1480.00	1526.00	1789.00	1933.00	9530.00			0.00



**Notes:** \*\* No CIR or SLA's are associated with ADSL.

- \* If subsequent UNI's are added to bundle, the highest UNI bandwidth rate will be applied.
- \* Bundle downgrades or upgrades will not incur a NRC charge.

- \* Circuits must remain in service for a minimum of 12 months after installation or downgrade, or a termination charge of \$1,000 will be applied to that circuit.
- \* Support for Multi-media including Low Latency Queuing, Traffic Shaping, DiffServ setting and Multicast is provided on 768kb and higher sites only.
- \* Router price noted reflects standard configurations shown in the Edge Router description table. Router price will vary as additional components are required. See component pricing in WAN Bolt-on Options table.

**Footnote:**

- \*\* IXC and SBC Backbone charges and Backbone NRCs, less any performance credits, will be allocated to the individual circuits based upon a formula provided by the State while circuit NRC charges will be billed directly to the circuit.



## Edge Site - Single VPN Bundle Rate Table for 2003 Rate Period 3 ( July - September)

Rate Element	Standard PVC Configurations								Minimum Monthly Charge	
	Monthly Charge									
	ADSL - 128/384kb (Cisco 1721)	DS0 - 56kb (Cisco 1721)	FT1 - 128kb (Cisco 1721)	FT1 - 256kb (Cisco 1721)	FT1 - 384kb (Cisco 1721)	FT1 - 512kb (Cisco 1721)	FT1 - 768kb (Cisco 2621)	DS1 - 1.54Mb (Cisco 2621)		DS3 - 45Mb (Cisco 3745)
Monitoring, Maintenance, Management (MMM)*:	re-price	re-price	re-price	re-price	re-price	re-price	re-price	re-price	re-price	
<800 router count	\$255	\$255	\$891	\$891	\$891	\$891	\$891	\$1,126	\$1,273	\$0
800-899 router count	\$236	\$236	\$827	\$827	\$827	\$827	\$827	\$1,045	\$1,181	\$0
900-999 router count	\$218	\$218	\$763	\$763	\$763	\$763	\$763	\$965	\$1,090	\$0
1,000-1,099 router count	\$200	\$200	\$700	\$700	\$700	\$700	\$700	\$885	\$1,000	\$0
1,100-1,299 router count	\$195	\$195	\$690	\$690	\$690	\$690	\$690	\$875	\$875	\$0
1,300-1,399 router count	\$195	\$195	\$680	\$680	\$680	\$680	\$680	\$865	\$865	\$0
1,400-1,499 router count	\$195	\$195	\$670	\$670	\$670	\$670	\$670	\$855	\$855	\$0
1,500-1,599 router count	\$195	\$195	\$660	\$660	\$660	\$660	\$660	\$845	\$845	\$0
>1600 router count	\$195	\$195	\$660	\$660	\$660	\$660	\$660	\$845	\$845	\$0

## Edge Site - Multi-VPN Bundle Rate Table

Rate Element	Standard PVC Configurations								Minimum Monthly Charge
	Monthly Charge								
	FT1 - 256kb (Cisco 2621)	FT1 - 384kb (Cisco 2621)	FT1 - 512kb (Cisco 2621)	FT1 - 768kb (Cisco 2621)	DS1 - 1.54Mb (Cisco 2621)	DS3 - 45Mb (Cisco 3745)			
Monitoring, Maintenance, Management (MMM)*:									
<800 router count			re-price \$1,018	re-price \$1,018	re-price \$1,018	re-price \$1,254	re-price \$1,400	re-price	
800-899 router count									\$0
900-999 router count			\$945	\$945	\$945	\$1,163	\$1,299	\$1,299	\$0
1,000-1,099 router count			\$872	\$872	\$872	\$1,074	\$1,199	\$1,199	\$0
1,100-1,299 router count			\$800	\$800	\$800	\$985	\$1,100	\$1,100	\$0
1,300-1,399 router count			\$790	\$790	\$790	\$975	\$975	\$975	\$0
1,400-1,499 router count			\$780	\$780	\$780	\$965	\$965	\$965	\$0
1,500-1,599 router count			\$770	\$770	\$770	\$955	\$955	\$955	\$0
>1600 router count			\$760	\$760	\$760	\$945	\$945	\$945	\$0

\*If the CBDS III portion of the LINK MI contract is terminated or cancelled for any reason, the Contractor will charge the site pricing in effect at the beginning of the transition period out of the contract. The transition period out of the contract shall not exceed 90 days from date first circuit is cut over to new contract.



### CBDS III Backbone Cost Allocation to EDGE Sites Based Upon Access Bandwidth

SBC Monthly	\$ -	Allocation Period in Months	3
SBC NRC's	\$ -		
SBC Cost per BW Unit	\$ -	Total Monthly	\$ -
		Total NRC's	\$ -
Norlight Monthly	\$ -	<b>Total Cost to be Allocated</b>	<b>\$ 8,640</b>
Norlight NRC's	\$ -	Total BW Units	
Norlight Cost per BW Unit	\$ -	Total Cost per BW Unit	\$ -

Site Access Circuit Type	Circuit Qty.	Bandwidth Units	Type Total BW Units	SBC Cost / Access Circuit	Norlight Cost / Access Circuit	Total Cost / Access Circuit
ADSL - 128/384kb	0	5	0	\$0.00	\$0.00	\$0.00
DS0 - 56kb	664	3	1992	\$0.00	\$0.00	\$0.00
FT1 - 128kb	0	4	0	\$0.00	\$0.00	\$0.00
FT1 - 256kb	298	8	2384	\$0.00	\$0.00	\$0.00
FT1 - 384kb	0	12	0	\$0.00	\$0.00	\$0.00
FT1 - 512kb	85	16	1360	\$0.00	\$0.00	\$0.00
FT1 - 768kb	0	20	0	\$0.00	\$0.00	\$0.00
DS1 - 1.53Mb	121	24	2904	\$0.00	\$0.00	\$0.00
DS3 - 44Mb	0	672	0	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>1168</b>		<b>8640</b>			

#### Notes:

- 1). NRC's and Misc charges incurred in one period are accumulated and used as the input for the following period.
- 2). NRC's are prorated over the allocation period.
- 3). An individual site charge for the backbone is static over the allocation period.
- 4). New sites are added at the current period allocation rate.
- 5). A removed site's backbone allocation stops when the site is removed.
- 6). The cost per BW Unit is calculated by adding the current monthly rate and the allocated portion of the previous periods NRC's then dividing the result by the total of current bandwidth units.



## Standard CBDS III Edge Termination Equipment

Product/Service	Monthly	NRC	Application	Description
<b>Single VPN Routers</b>				
Cisco 1721*	\$55	\$0	ADSL, DS0	1-10/100BaseT, 2 WAN WIC Slots, 48M DRAM, 16M Flash, WIC-1DSU-56K4, IOS IP Plus
Cisco 1721*	\$55	\$0	FT1 < 768kb Sites	1-10/100BaseT, 2 WAN WIC Slots, 48M DRAM, 16M Flash, WIC-1DSU-T1, IOS IP Plus
Cisco 2621XM*	\$110	\$0	T1 and FT1 ≥ 768kb Sites	Router equipped with 2-10/100BaseT, 96MB DRAM, 32MB Flash, WIC-1DSU-T1, WIC-1B-U, IOS Enterprise Plus
Cisco 3745*	\$300	\$0	T3 and FT3 Sites	High Density / High Performance Modular Router (configuration depends on specific site requirements)
<b>Multi-VPN Routers</b>				
Cisco 2621XM*	\$110	\$0	FT1 & T1 Sites	Router equipped with 2-10/100BaseT, 96MB DRAM, 32MB Flash, WIC-1DSU-T1, WIC-1B-U, IOS Enterprise Plus
Cisco 3745*	\$300	\$0	T3 and FT3 Sites	High Density / High Performance Modular Router (configuration depends on specific site requirements)

\* or equivalent Cisco router.

Entire Cisco router line is available for use as Edge termination equipment with monthly rates available upon request.

Routers listed available only as part of Edge Site Bundle.

Edge Site Bundle requires minimum purchase of: Premise equipment, MMM Services, Port and Access (UNI), MPLS PVC-CIR equal to 1/2 of port rate or higher, and Backbone allocation.



## CBDS III Monitoring, Management and Maintenance Services \*

Product/Service	Monthly	NRC	Application	Description
<b>Single VPN Routers</b>				
Cisco 1721*	\$200	\$0	ADSL, DS0 Sites	Price includes premise equipment configuration, configuration back-ups with tracking, proactive trouble ticketing, 7 X24 Tier 3 & 4 maintenance and monitoring, reporting, support, distribution and core network devices, and proactive consultative engineering. Pricing is postalized throughout the State.
Cisco 1721*	\$700	\$0	FT1 < 768kb Sites	Price includes premise equipment configuration, configuration back-ups with tracking, proactive trouble ticketing, 7 X24 Tier 3 & 4 maintenance and monitoring, reporting, support, distribution and core network devices, and proactive consultative engineering. Pricing is postalized throughout the State.
Cisco 2621XM*	\$885	\$0	T1 and FT1 ≥ 768kb Sites	Price includes premise equipment configuration, configuration back-ups with tracking, proactive trouble ticketing, 7 X24 Tier 3 & 4 maintenance and monitoring, reporting, support, distribution and core network devices, and proactive consultative engineering. Pricing is postalized throughout the State.
Cisco 3745 / 7200*	\$1,000	\$0	T3 anf FT3 Sites	Price includes premise equipment configuration, configuration back-ups with tracking, proactive trouble ticketing, 7 X24 Tier 3 & 4 maintenance and monitoring, reporting, support, distribution and core network devices, and proactive consultative engineering. Pricing is postalized throughout the State.
<b>Multi-VPN Routers</b>				
Cisco 2621XM*	\$800	\$0	FT1 < 768kb Sites	Price includes premise equipment configuration, configuration back-ups with tracking, proactive trouble ticketing, 7 X24 Tier 3 & 4 maintenance and monitoring, reporting, support, distribution and core network devices, and proactive consultative engineering. Pricing is postalized throughout the State.
Cisco 2621XM*	\$985	\$0	T1 and FT1 ≥ 768kb Sites	Price includes premise equipment configuration, configuration back-ups with tracking, proactive trouble ticketing, 7 X24 Tier 3 & 4 maintenance and monitoring, reporting, support, distribution and core network devices, and proactive consultative engineering. Pricing is postalized throughout the State.
Cisco 3745 / 7200*	\$1,100	\$0	T3 anf FT3 Sites	Price includes premise equipment configuration, configuration back-ups with tracking, proactive trouble ticketing, 7 X24 Tier 3 & 4 maintenance and monitoring, reporting, support, distribution and core network devices, and proactive consultative engineering. Pricing is postalized throughout the State.

\* or equivalent Cisco router.

Items listed available only as part of Edge Site Bundle.

Edge Site Bundle requires minimum purchase of: Premise equipment, MMM Services, Port and Access (UNI), MPLS PVC-CIR equal to 1/2 of port rate or higher, and Backbone allocation.



## Port and Access Circuit Bundle Options Rate Table\*

Product/Service	Monthly	NRC
<b>PORT and ACCESS</b>		
<b>DS0 UNI</b>		
Port	\$36	
Access	\$64	
<b>56k UNI Total</b>	<b>\$100</b>	<b>\$0</b>
<b>Fractional DS1 UNI</b>		
Port	44	
Access	\$156	
<b>128k UNI Total</b>	<b>\$200</b>	<b>\$0</b>
Port	\$54	
Access	\$156	
<b>256k UNI Total</b>	<b>\$210</b>	<b>\$0</b>
Port	\$84	
Access	\$156	
<b>384k UNI Total</b>	<b>\$240</b>	<b>\$0</b>
Port	\$104	
Access	\$156	
<b>512k UNI Total</b>	<b>\$260</b>	<b>\$0</b>
Port	\$134	
Access	\$156	
<b>768k UNI Total</b>	<b>\$290</b>	<b>\$0</b>
<b>DS1 UNI</b>		
Port	\$164	
Access	\$156	
<b>1.536 Mbps UNI Total</b>	<b>\$320</b>	<b>\$0</b>
<b>DS3 UNI</b>		
Port	\$1,988	
Access	\$1,516	
<b>40 Mbps UNI Total</b>	<b>\$3,500</b>	<b>\$0</b>

\* Items listed available only as part of Edge Site Bundle.

Edge Site Bundle requires minimum purchase of: Premise equipment, MMM Services, Port and Access (UNI), MPLS PVC-CIR equal to 1/2 of port rate or higher, and Backbone allocation.



MPLS PVC / CIR Rate Table for Bundle Options *							
CIR Speed (K)	PVC Type						NRC
	Standard		Alternate Routing		Disaster Recovery		
	QOS Options						
	Std. + MPLS	Priority + MPLS	Std. + MPLS	Priority + MPLS	Std. + MPLS	Priority. + MPLS	
	Monthly Charge						
32	\$15	\$21	\$12	\$18	\$9	\$12	\$0
56	\$21	\$27	\$18	\$27	\$12	\$15	\$0
64	\$24	\$30	\$21	\$30	\$12	\$18	\$0
128	\$27	\$41	\$24	\$33	\$15	\$21	\$0
192	\$30	\$45	\$27	\$39	\$15	\$24	\$0
256	\$33	\$51	\$27	\$42	\$18	\$24	\$0
384	\$42	\$63	\$36	\$54	\$21	\$33	\$0
512	\$54	\$81	\$45	\$69	\$27	\$42	\$0
768	\$84	\$126	\$72	\$108	\$42	\$62	\$0
1024	\$99	\$148	\$84	\$126	\$48	\$75	\$0
1536	\$126	\$186	\$105	\$159	\$63	\$93	\$0
5000	\$246	\$369	\$210	\$315	\$123	\$186	\$0
10000	\$366	\$549	\$312	\$468	\$183	\$276	\$0
15000	\$462	\$693	\$393	\$591	\$231	\$348	\$0
20000	\$546	\$819	\$465	\$696	\$273	\$411	\$0
25000	\$621	\$930	\$528	\$792	\$309	\$465	\$0
30000	\$690	\$1,035	\$621	\$930	\$345	\$516	\$0
35000	\$753	\$1,131	\$678	\$1,017	\$378	\$564	\$0
40000	\$813	\$1,221	\$774	\$1,161	\$408	\$609	\$0

\* Items listed available only as part of Edge Site Bundle.

Edge Site Bundle requires minimum purchase of: Premise equipment, MMM Services, Port and Access (UNI), MPLS PVC-CIR equal to 1/2 of port rate or higher, and Backbone allocation.

## PVC Types

**Standard** - The remote site is provisioned with one PVC, normally to the closest distribution router via the Frame Relay Service (FRS) circuit routing. Committed Information Rate (CIR) is set to the higher of the average sustained information rate or 1/2 of the port rate



**Alternate Routing PVC** - The remote site is provisioned with two active PVC's, one to the "primary" distribution layer router and one to the "backup" distribution layer router. Under normal situations the remote site will communicate only with the primary distribution layer router over the PVC defined. If the headend is not reachable, the remote office will then communicate to the backup distribution layer router over the Alternate Routing PVC defined. This happens via routing protocols in the site router. Since Frame Relay will permit bursting to the line rate, the primary PVC will have the CIR rate set at the sustained rate and the backup at a nominal rate. In either case the State has the potential of transmitting up to the line rate. The issue for the Alternate Routing PVC is that if the CIR is not the same as the primary PVC then more of the traffic is discard eligible.

**Disaster Recovery PVC** - The remote site is provisioned with a PVC to the "primary" distribution layer router. If network connectivity is down through the primary, the SBC Help Desk contacts SBC ASI provisioning to move each PVC endpoint from the primary PVC over to the Alternate Routing PVC. When service is restored to the primary PVC, then the SBC Help Desk must contact ASI to move the PVC endpoints back to the primary PVC.

SBC's will begin implementing PVC changes within four hours of notification. Total time required to complete the re-route is dependent on the total number of PVC's that must be changed.

## **PVC QOS Options**

**Standard** - The normal queuing and handling of the packets within the Frame Relay Network. The bursting Be parameter is set to the line rate minus CIR.

**Priority** - Packets receive better than normal queuing and handling. The latency and packet loss parameters are improved. Priority QOS PVC's are provided at an elevated cost. The bursting Be parameter is set to two times the CIR.

## **MPLS/VRF Option**

**MPLS PVC's** - are terminated on MPLS enabled routers. MPLS provides the security and traffic segregation necessary for the establishment of multiple VPN's.



<b>Optional Services Table *</b>		
<b>Product/Service</b>	<b>Monthly</b>	<b>NRC</b>
<b>Router High Availability</b>		
Access Site UPS System	\$0	\$510
Redundant Power Supply (RPS)	\$60	\$0
<b>Circuit High Availability</b>		
ISDN Backup (BRI with 2 "B" Channels including usage)	\$54	\$112
Backup Point-to-Point DS0 Circuit to Another Access Site Within Same Wire Center	\$136	\$0
Backup Point-to-Point DS1 Circuit to Another Access Site Within Same Wire Center	\$236	\$0
Redundant Access site UNI (Requires MPLS PVC / CIR not included)		
DS0 - 56kb	\$100	\$0
FT1 - 128kb	\$200	\$0
FT1 - 256kb	\$210	\$0
FT1 - 384kb	\$240	\$0
FT1 - 512kb	\$260	\$0
FT1 - 768kb	\$290	\$0
DS1 - 1.54 Mb	\$320	\$0
DS3 - 40 Mbps	\$3,500	\$0
Diverse Routing on Redundant DS0 UNI Circuit		
	\$31	\$525
Diverse Routing on Redundant FT1 or DS1 UNI Circuit		
	\$75	\$525
<b>Protocol Support</b>		
Standard Protocol includes IP and IP QOS enabled DiffServ	\$0	\$0
Per Site Per Additional Protocols (Examples - DECnet, IPX, SNA, NAT, Multicast)	\$20	\$0
<b>LAN / WAN Interface Support</b>		
Standard Edge router interfaces included are defined in the CBDS III Edge Termination Equipment Table	\$0	\$0
Non-standard Interfaces	TBD	\$0
<b>Unmanaged Tail Circuit Support</b>		
Unmanaged Tail Circuit Routing	\$150	\$300
<b>VPN Support</b>		
Per Site Per VPN Membership (Limited to 50 VPN's Total)	\$20	\$0

\* Items listed available only as part of Edge Site Bundle.

Edge Site Bundle requires minimum purchase of: Premise equipment, MMM Services, Port and Access (UNI), MPLS PVC-CIR, Backbone.

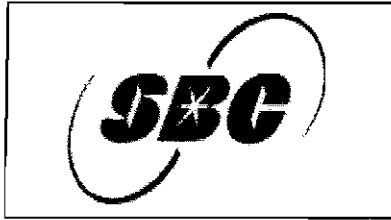


Tail Circuit Sites		
Product/Service	Monthly	NRC
Managed Tail Circuit	<i>(Edge Site Optional Services interface, access circuit rates, Edge MMM, and Edge router charges apply)</i>	
Unmanaged Tail Circuit Routing charge applied to Edge Bundle	\$150	\$300
<b>Tail Circuit Overview</b>		
<p>Primary circuits are defined as those circuits that are attached to a Edge device and are purchased as a 'bundle' defined in MMM services. Network tail circuits are defined as any connection to a site with an existing Edge device from a site that is geographically diverse. The tail circuit connection creates a need for the Edge device to route layer three packets which do not originate on the same layer three subnet of the Edge device. The tail circuit routing charge covers this requirement and its associated support requirements and is applied to the connecting Edge site bundle for unmanaged tail circuits only.</p>		
<b>Tail Circuit Terms</b>		
<p>Managed Tail Circuit - Contractor manages all network element up to and including router at Remote Site.  Unmanaged Tail Circuit - Contractor manages insertion of Remote Site networks onto CBDS III only.</p> <p>Any fault isolated to unmanaged tail circuit and/or the unmanaged tail circuit equipment configuration, as determined by SBC, is charged on a Time and Material basis for the entire period of the fault isolation (Ticket open to *Ticket close). SLA agreements related to the primary circuit or other affected network elements are null and void for the entire period of the fault caused by the unmanaged tail circuit and/or the unmanaged tail circuit equipment configuration (Ticket open to problem resolved by customer).</p> <p>** The ticket is closed after SBC determines the problem is related to the unmanaged tail circuit and/or unmanaged tail circuit equipment configuration and informs the customer of these findings.</p>		
Managed tail circuits are addressed from SBC approved subnetwork address space.		
Tail circuit security requirements, such as but not limited to firewall/access list filtering, are the customer responsibility.		
Only those protocols and applications supported by the Edge device are supported through the tail circuit connection.		
Activities which involve equipment beyond the LAN interface of the managed router may result in additional fees at the Field Engineering rate defined in the Misc Data Services Rate Table.		
Tail circuit support requires that a minimum level of eight hundred (800) Edge site bundles remain billable.		



<b>Misc Data Services Rate Table</b>	
<b>Product/Service</b>	<b><i>NRC</i></b>
Order Expedite	\$250
In Process Service Order Change Charge: (applies to Configuration Change, PVC change, Port change)	\$50
In Process Service Order Cancellation	\$250
Move Charges	\$225
Labor Rates	
Field Engineering Rate – Regular hours	\$150/hr, billed by 1hr, 4 hr min.
Field Engineering Rate – After hours & Holidays	\$225/hr, billed by 1hr, 4 hr min.
Project Management Rate	\$156 /hr
IT Services Rate (Report Customization)	\$83 /hr
Paper Reports	
Single Sided	\$250 plus \$.15 /sheet
Double Sided	\$250 plus \$.25 /sheet





RENEWAL QUOTE for COVERED  
EQUIPMENT EXPIRING: 09/30/2003

QUOTE#:

CUST ID#:

For all inquiries reference: 244-A21239-244

### PRODUCT INFORMATION

SBC#	Vendor#	Qty	Description	Equipment Location	Service#
N/A	IP650	4	IP 650 BASE SYSTEM	STATE OF MI-DMB 611 W. OTTAWA, 3RD FLOOR LANSING MI 48909	NSP 5002 650

Serial Numbers

9N011100290, 9N011100298 9N011100525, 9N011100524

N/A	IP440	2	IP 440 BASE SYSTEM	STATE OF MI-DMB 611 W. OTTAWA, 3RD FLOOR LANSING MI 48909	NSP 5002 440
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Serial Numbers

8A011005624, 8A010903604

n/a	NBB2740000	2	IP740 BASE SYSTEM	STATE OF MI-DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	NSP 5002 740
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Serial Numbers

9N014200402 9N014200405

N/A1	BB8660	2	NOKIA IP650 BASE SYSTEM INCLUDED 256MB RAM, POWERKIT, FOUR PORT ETHERNET CARD	611 WEST OTTAWA; LANSING, MI 48933	NSP-5002-650
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Serial Numbers

9N010760102, 9N010760115

Comments

Prices on this quote are valid for thirty (30) days. Programs subject to change without notice. Contracts r expiration will be back-dated to their original end date.

Prepared by: Teresa Bala  
On 7/26/2002

Phone: (708) 409-5499  
Fax: 708-409-9050



STATE OF MI-DMB

611 W OTTAWA  
3RD FLOOR

LANSING, MI 48933

820383

720838

**SERVICE INFORMATION**

Program	End Date	Month:	Annual Price	ExtPrice
NOKIA ACCESS	09/30/2003	10	\$3,600.00	\$12,000.00
NOKIA ACCESS	09/30/2003	10	\$2,000.00	\$3,333.33
ACCESS SUPPORT 5X8	09/30/2003	10	\$10,000.00	\$16,666.67
NOKIA ACCESS SUPPORT (8X5) FOR IP650	09/30/2003	5	\$3,600.00	\$3,000.00
Total				<u>\$35,000.00</u>

Renewed after





RENEWAL QUOTE for COVERED  
EQUIPMENT EXPIRING: 09/30/20023

For all inquiries reference: 244-A27492-244

PRODUCT INFORMATION

SBC#	Vendor#	Qty	Description	Equipment Location
N/A2	CPFW-EPC-U-V41	1	CHECKPOINT FIREWALL-1 ENTERPRISE CENTER	611 WEST OTTAWA; LANSING, MI 48933
Serial Numbers 770af203a83a				
N/A1	CPFW-FM-U-V41	1	CHECKPOINT FIREWALL - MODULE FOR UNLIMITED USERS	611 WEST OTTAWA; LANSING, MI 48933
Serial Numbers 2226b82fda6d				
Comments				

Prices on this quote are valid for thirty (30) days. Programs subject to change without notice.  
Contracts renewed after expiration will be back-dated to their original end date.

Prepared by: Teresa Bala  
On 7/16/2002

Phone: (708) 409-5499  
Fax: 708-409-9050



STATE OF MICHIGAN DMB

MARY WENSON

611 W. OTTAWA  
3RD FLOOR

LANSING,MI 48933

QUOTE#: 833057

CUST ID#: 720838

SERVICE INFORMATION

Service#	Program	End Date	Months	Annual Price	ExtPrice
SS-CPFW-EPC-U	Software Subscription	37529	12	2850	2850
SS-CPFW-FM-U	Software Subscription	37529	12	1050	1050
					3900





Quote Number: Q3391932 Quote Date: 3-Jun-03  
Original Contract: 2127652 Co-Term End Date: 1 Year  
Contract Type: Soft-ware Application Support(SAS)

Please Note : This Quote is valid for 60 days from the Quote Date

Site ID#	Customer Name	Item Name	Description	Serial Number	Begin Date	End Date	Annualized Price	Quoted Price
1945336	MICHIGAN DEPT OF INFO TECH 611 WEST OTTAWA STREET FL 3RD LISA MORRISON 084N3001385 LANSING, MI 48933 *** End of Quote Q3391932 ***	CSACS-3.1-WIN-K9	Cisco Secure ACS 3.1 for Windows		1-Oct-03	30-Sep-04	\$1,199.00	\$1,055.12

\$1,055.12





Quote Number: Q3370090

Quote Date: 20-May-03

Original Contract: 1547784

Co-Term End Date: 30-Sep-04

Contract Type: Software Application Support With Upgrad(SAU)

Please Note : This Quote is valid for 60 days from the Quote Date

Site ID#	Customer Name	Item Name	Description	Serial Number	Begin Date	End Date	Annualized Price	Quoted Price
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	CIC-IG-F2	Fail-over Synchronizer Gateway (2)		1-Oct-03	30-Sep-04	\$2,400.00	\$2,112.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	CIC-IS-HA	High Availability Server		1-Oct-03	30-Sep-04	\$5,500.00	\$4,840.00
	*** End of Quote Q3370090 ***							\$6,952.00





Quote Number: Q3370101

Quote Date: 20-May-03

Original Contract: 1475165

Co-Term End Date: 30-Sep-04

Contract Type: SMARTnet Onsite Premium 24x7x4(C4P)

Please Note : This Quote is valid for 60 days from the Quote Date

Site ID#	Customer Name	Item Name	Description	Serial Number	Begin Date	End Date	Annualized Price	Quoted Price
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24525251	1-Oct-03	30-Sep-04	\$800.00	\$704.00
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163110	1-Oct-03	30-Sep-04	\$800.00	\$704.00
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24166813	1-Oct-03	30-Sep-04	\$800.00	\$704.00
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163362	1-Oct-03	30-Sep-04	\$800.00	\$704.00
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	L1010-ASP-C-FCPFQ=	ATM Switch Processor with FC-Per-Flow Queuing (spare)	24164022	1-Oct-03	30-Sep-04	\$2,880.00	\$2,534.40
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	CISCO2610	Ethernet Modular Router w/ Cisco IOS IP Software	JMX0545K6FY	1-Oct-03	30-Sep-04	\$784.00	\$689.92
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163376	1-Oct-03	30-Sep-04	\$800.00	\$704.00
	*** End of Quote Q3370101 ***							\$6,744.32





Quote Number: Q3351450  
Original Contract: 1216332  
Contract Type: SMARTnet 8x5xNBD(SNT)

Quote Date: 5-May-03  
Co-Term End Date: 1 Year

Please Note : This Quote is valid for 60 days from the Quote Date

Site ID#	Customer Name	Item Name	Description	Serial Number	Begin Date	End Date	Annualized Price	Quoted Price
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	WS-C6509	Catalyst 6509 Chassis, 9 slot, 15RU, No Power Supply	SCA044505FU	1-Oct-03	30-Sep-04	\$6,500.00	\$5,720.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX05023020	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX050210159	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX05029460	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX05023840	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX05023492	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	WS-C2948G	Catalyst 2948G Switch, 48 10/100TX(RJ-45)+ 2 1000X GBIC	FOX05021016	1-Oct-03	30-Sep-04	\$725.00	\$638.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	PIX-515-UR-BUN	^PIX 515UR Bundle (Chassis, unrestricted SW, 2 FE ports)	44481051289	1-Oct-03	30-Sep-04	\$1,440.00	\$1,267.20
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	CISCO3640	^Cisco 3600 4-slot Modular Router-AC with IP Software	JAB05198118	1-Oct-03	30-Sep-04	\$1,000.00	\$880.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX05062934	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	CISCO7206VXR-CH	Cisco 7206VXR, 6-slot chassis, 1 AC Supply w/ IP Software	72756857	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	CISCO7206VXR-CH	Cisco 7206VXR, 6-slot chassis, 1 AC Supply w/ IP Software	72756650	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	CISCO2610	Ethernet Modular Router w/ Cisco IOS IP Software	JMX0533K8W4	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	WS-C6509-1300AC=	Catalyst 6509 Chassis w/ 1300W AC Power Supply	SCA05280037	1-Oct-03	30-Sep-04	\$8,500.00	\$5,720.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	PIX-515-UR-BUN	^PIX 515UR Bundle (Chassis, unrestricted SW, 2 FE ports)	44405371846	1-Oct-03	30-Sep-04	\$1,440.00	\$1,267.20
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	PIX-515-FO-BUN	^PIX 515FO Bundle (Chassis, failover SW, 2 FE ports)	44405371682	1-Oct-03	30-Sep-04	\$360.00	\$316.80
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	CISCO2610	Ethernet Modular Router w/ Cisco IOS IP Software	JMX0535K8Q1	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX05350B4E	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	PIX-535-UR-BUN	535UR Bundle (Chassis, unrestricted SW, 2 FE ports, VAC)	44405481615	1-Oct-03	30-Sep-04	\$9,000.00	\$7,920.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	PIX-535-FO-BUN	535FO Bundle (Chassis, failover SW, 2 FE ports, VAC)	44405481590	1-Oct-03	30-Sep-04	\$2,400.00	\$2,112.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	WS-C4003=	Catalyst 4000 Chassis (3-Slot), Single AC Power Supply(Spa	FOX05440G2N	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	CISCO7206VXR	Cisco 7206VXR, 6-slot chassis, 1 AC Supply w/ IP Software	72735856	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72764849	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72764848	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72764856	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX053706VE	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72764866	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA, 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72764857	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00



1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05340796	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05470BR5	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05470BUY	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05470BT0	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05470BU6	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05470BUB	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor,1 AC PS, Fan Tray	FOX05450DZR	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor,1 AC PS, Fan Tray	FOX05420J79	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C6513	Catalyst 6513 Chassis, 13 slot, 19RU, No Power Supply	TBM06046019	1-Oct-03	30-Sep-04	\$11,000.00	\$9,680.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C6513	Catalyst 6513 Chassis, 13 slot, 19RU, No Power Supply	TBM06045975	1-Oct-03	30-Sep-04	\$11,000.00	\$9,680.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C6513	Catalyst 6513 Chassis, 13 slot, 19RU, No Power Supply	TBM06046005	1-Oct-03	30-Sep-04	\$11,000.00	\$9,680.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C6513	Catalyst 6513 Chassis, 13 slot, 19RU, No Power Supply	TBM06045981	1-Oct-03	30-Sep-04	\$11,000.00	\$9,680.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C6513	Catalyst 6513 Chassis, 13 slot, 19RU, No Power Supply	TBM06045951	1-Oct-03	30-Sep-04	\$11,000.00	\$9,680.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C6513	Catalyst 6513 Chassis, 13 slot, 19RU, No Power Supply	TBM06057214	1-Oct-03	30-Sep-04	\$11,000.00	\$9,680.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C6513	Catalyst 6513 Chassis, 13 slot, 19RU, No Power Supply	TBM06046011	1-Oct-03	30-Sep-04	\$11,000.00	\$9,680.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C6513	Catalyst 6513 Chassis, 13 slot, 19RU, No Power Supply	TBM06045957	1-Oct-03	30-Sep-04	\$11,000.00	\$9,680.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C6513	Catalyst 6513 Chassis, 13 slot, 19RU, No Power Supply	TBM06057265	1-Oct-03	30-Sep-04	\$11,000.00	\$9,680.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05500DXF	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX060800BM	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor,1 AC PS, Fan Tray	FOX053401PY	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor,1 AC PS, Fan Tray	FOX053401NF	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2621	Dual 10/100 Ethernet Router with 2 WIC Slots, 1 NM Slot	JMX0618K59M	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor,1 AC PS, Fan Tray	FOX060505WZ	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor,1 AC PS, Fan Tray	FOX060505L0	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	CSS5-IOM-2GE	CSS11500 Gigabit Ethernet IOM: 2 Port, Order 0-2 CSS5-G	JAB062107CP	1-Oct-03	30-Sep-04	\$1,088.00	\$957.44
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	CSS11506-2AC	Cisco 11506 Content Services Switch SCM-2GE HD 2SM 2	JAB0617906Q	1-Oct-03	30-Sep-04	\$3,266.00	\$2,874.08
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	CSS5-IOM-2GE	CSS11500 Gigabit Ethernet IOM: 2 Port, Order 0-2 CSS5-G	JAB062107C9	1-Oct-03	30-Sep-04	\$1,088.00	\$957.44
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	CSS11506-2AC	Cisco 11506 Content Services Switch SCM-2GE HD 2SM 2	JAB0617908R	1-Oct-03	30-Sep-04	\$3,286.00	\$2,874.08
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2620	10/100 Ethernet Router w/2 WIC Slots, 1 Network Module S	JMX0706L1GF	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2520	Cisco 2520 Ethernet/4-Port Serial/ISDN Router	25496765	1-Oct-03	30-Sep-04	\$331.00	\$291.28
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	PIX-515-UR-BUN	PIX 515UR Bundle (Chassis, unrestricted SW, 2 FE ports)	44481051298	1-Oct-03	30-Sep-04	\$1,440.00	\$1,267.20
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2611-DC	Dual Ethernet Modular Router w/ Cisco IOS IP Software - D	JAB0434855C	1-Oct-03	30-Sep-04	\$392.00	\$344.96



1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2610	Ethernet Modular Router w/ Cisco IOS IP Software	JAB03090G35	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2610	Ethernet Modular Router w/ Cisco IOS IP Software	SHN02510271	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1009047	STATE OF MICHIGAN DMB 611 W. OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	JAE042116MP	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1034451	STATE OF MICHIGAN DMB DMB/CNOC ATTN: CHRIS DEEMER PO 071-444 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX04112822	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1034451	STATE OF MICHIGAN DMB DMB/CNOC ATTN: CHRIS DEEMER PO 071-444 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX04112787	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1034451	STATE OF MICHIGAN DMB DMB/CNOC ATTN: CHRIS DEEMER PO 071-444 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX04112841	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1040488	STATE OF MICHIGAN DMB DMB CNOC 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	CISCO3652-AC	Dual 10/100 E Cisco 3650 6-slot Modular Router-AC with IP	JAB0441C0XA	1-Oct-03	30-Sep-04	\$2,000.00	\$1,760.00
1098114	STATE OF MICHIGAN DMB TELECOM SERVICES - NETWORK OPERATIONS ATTN: JIM BOWEN 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX04465578	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1098114	STATE OF MICHIGAN DMB TELECOM SERVICES - NETWORK OPERATIONS ATTN: JIM BOWEN 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX04465567	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1098114	STATE OF MICHIGAN DMB TELECOM SERVICES - NETWORK OPERATIONS ATTN: JIM BOWEN 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX04465548	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1098114	STATE OF MICHIGAN DMB TELECOM SERVICES - NETWORK OPERATIONS ATTN: JIM BOWEN 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX04465530	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1098114	STATE OF MICHIGAN DMB TELECOM SERVICES - NETWORK OPERATIONS ATTN: JIM BOWEN 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX04452306	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1098114	STATE OF MICHIGAN DMB TELECOM SERVICES - NETWORK OPERATIONS ATTN: JIM BOWEN 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX04465647	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1098114	STATE OF MICHIGAN DMB TELECOM SERVICES - NETWORK OPERATIONS ATTN: JIM BOWEN 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX04475007	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1098114	STATE OF MICHIGAN DMB TELECOM SERVICES - NETWORK OPERATIONS ATTN: JIM BOWEN 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	CISCO7206VXR/300	7206VXR Bundle with NPE-300 and I/O Controller with FE	72728347	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1098114	STATE OF MICHIGAN DMB TELECOM SERVICES - NETWORK OPERATIONS ATTN: JIM BOWEN 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C6509	Catalyst 6509 Chassis, 9 slot, 15RU, No Power Supply	SCA0449039J	1-Oct-03	30-Sep-04	\$6,500.00	\$5,720.00
1098114	STATE OF MICHIGAN DMB TELECOM SERVICES - NETWORK OPERATIONS ATTN: JIM BOWEN 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C6509	Catalyst 6509 Chassis, 9 slot, 15RU, No Power Supply	SCA0449039H	1-Oct-03	30-Sep-04	\$6,500.00	\$5,720.00
1140505	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR ATTN: MARY WENSON LANSING, MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX04440015	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1140505	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR ATTN: MARY WENSON LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX053002ZW	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1215153	STATE OF MICHIGAN DMB ATTN MARY WENSON PO#071P1001885 611 WEST OTTAWA 4TH FLOOR LANSING, MI 48933	C7206VXR/400/2FE	7206VXR with NPE-400 and I/O Controller with 2 FE/E Ports	72725156	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1233153	STATE OF MICHIGAN DMB 611 WEST OTTAWA (OTTAWA BLDG) 3RD FLOOR ATTN LISA MORRISON PO071P1001563 LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05071024	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1233153	STATE OF MICHIGAN DMB 611 WEST OTTAWA (OTTAWA BLDG) 3RD FLOOR ATTN LISA MORRISON PO071P1001563 LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05071205	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00



1233153	STATE OF MICHIGAN DMB 611 WEST OTTAWA (OTTAWA BLDG) 3RD FLOOR ATTN LISA MORRISON PO071P1001563 LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05071247	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1233153	STATE OF MICHIGAN DMB 611 WEST OTTAWA (OTTAWA BLDG) 3RD FLOOR ATTN LISA MORRISON PO071P1001563 LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05071330	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1233153	STATE OF MICHIGAN DMB 611 WEST OTTAWA (OTTAWA BLDG) 3RD FLOOR ATTN LISA MORRISON PO071P1001563 LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05071303	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2611	Dual Ethernet Modular Router w/ Cisco IOS IP Software	JAB0350860T	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO3662-AC	Dual 10/100 E Cisco 3660 6-slot Modular Router-AC with IP	JAB04338B16	1-Oct-03	30-Sep-04	\$2,000.00	\$1,760.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S,Sup.Eng.I, 80 10/100 FE + 2	FOX04350714	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO3640	^Cisco 3600 4-slot Modular Router-AC with IP Software	JAB044189K9	1-Oct-03	30-Sep-04	\$1,000.00	\$880.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2610	Ethernet Modular Router w/ Cisco IOS IP Software	JAB044684UE	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2610	Ethernet Modular Router w/ Cisco IOS IP Software	JMX0518K2C8	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2610	Ethernet Modular Router w/ Cisco IOS IP Software	JMX0518K2C9	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CVPN3030-NR	VPN 3030 Concentrator (Non-Redun. / 1 P/S); 1500users@	CAM91180310	1-Oct-03	30-Sep-04	\$1,760.00	\$1,548.80
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CVPN3030-NR	VPN 3030 Concentrator (Non-Redun. / 1 P/S); 1500users@	CAM91180314	1-Oct-03	30-Sep-04	\$1,760.00	\$1,548.80
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CVPN3030-NR	VPN 3030 Concentrator (Non-Redun. / 1 P/S); 1500users@	CAM91180945	1-Oct-03	30-Sep-04	\$1,760.00	\$1,548.80
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX0520S0MM	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72758748	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72758742	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72758729	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72758750	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72759953	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72758791	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72754726	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	3620MBUNDLE-24DM	3620 PRI Dial Bundle: 1FE2CT1-CSU,24DM,IP IOS	JAB0524804A	1-Oct-03	30-Sep-04	\$967.00	\$850.96
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72758795	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72752239	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C6006-1300AC=	^Catalyst 6006 Chassis w/ 1300W AC Power Supply	TBA05290511	1-Oct-03	30-Sep-04	\$4,750.00	\$4,180.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72752217	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C6006-1300AC=	^Catalyst 6006 Chassis w/ 1300W AC Power Supply	TBA05290515	1-Oct-03	30-Sep-04	\$4,750.00	\$4,180.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C6006-1300AC=	^Catalyst 6006 Chassis w/ 1300W AC Power Supply	TBA05290513	1-Oct-03	30-Sep-04	\$4,750.00	\$4,180.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX052404XV	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72761033	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00





**Statement of Work**

**State of Michigan**

**Civil Service  
Siebel Screen Pop**

**Prepared by  
Genesys® Telecommunications Labs  
Professional Services  
An Alcatel Company**

Project ID#: TBD  
Version: 01.00  
Date: 25 Oct 2003



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## REVISION HISTORY

Version	Author	Date	Comments
01.00	A. Bunnis	11/10/03	Draft
01.00	A. Bunnis	11/10/03	Version 1





## 1 EXECUTIVE SUMMARY

Genesys Telecommunications Labs, Inc. is pleased to offer this Statement of Work (SOW) to State of Michigan. State of Michigan plans to use Computer Telephony Integration (CTI) to enhance their contact center, leveraging Genesys technology and services to provide a more flexible and scalable response environment. Genesys Professional Services will also help State of Michigan realize their Customer Relationship Management (CRM) business objectives, such as fostering customer satisfaction and loyalty through a targeted, relationship approach.

We believe that Genesys can deliver several unique benefits for the State of Michigan CRM project. Not only is Genesys technology the most flexible framework available for deploying successful, multi-media Contact Management solutions, but our Professional Services group has the focus and experience to guide you through the deployment in a practical, cost-effective approach.

State of Michigan wishes to adopt the enhanced service and contact center technology capabilities provided by the Genesys Suite of solutions. State of Michigan will enhance their customer's interaction experience and its contact center operational excellence by building a state-of-the-art contact center in which to house the latest Genesys product offerings.

State of Michigan currently has a single contact center running the Avaya G3 for routing and a Conversant IVR in Lansing, MI. The main driving force behind the data consolidation project is to provide a simple screen pop to the Siebel desktop currently under development.

State of Michigan has not requested the Genesys HA (High Availability) option in a hot standby configuration using the new Genesys Proxy Servers. This option may be delivered in a future engagement under a separate Statement of Work from Genesys Professional Services.

The State of Michigan contact center has approximately 30 agents in production, and would like to set up a lab with 5 agents.

No Genesys call routing will be implemented.

No Genesys reporting will be implemented.

The new State of Michigan Civil Service project is to be considered as a new installation with all components using the latest Genesys GA (Generally Available) releases.





## 2 PROJECT PHASES AND DELIVERABLE WORK ITEMS

As described above, Genesys is proposing products and integration services to assist State of Michigan with enabling screen pops via the Avaya G3 telephone system. The Genesys solution will:

- collect customer-entered data, Employee ID and PIN via a Conversant IVR
- "screen pop" the appropriate Siebel desktop screen

Genesys and State of Michigan agree on a phased approach. In the Initial Phase, to be completely implemented and tested in the Test Lab by January 16<sup>th</sup>, 2004, and roll out the production environment by January 27<sup>th</sup>, 2004, Genesys will deliver to State of Michigan a fully enabled integration of CTI functionality into Siebel application. To meet this timeline, it will be imperative that Genesys Professional Services begin work on this project by December 8<sup>th</sup>, 2003.

### 2.1 PHASE 1 – PROJECT STRATEGY

A thorough understanding of the expectations and goals of a project is a strong predictor of its success. Therefore, Genesys gathers requirements in a regimented fashion. The business needs are assessed first, which then drive functional and technical requirements. Every Genesys project begins by taking the following steps:

- Gathering input from all key constituents
- Defining success factors and potential risks
- Creating an initial architecture blueprint
- Matching hardware specs to business requirements
- Identifying IS and user training needs
- Setting time and financial expectations properly.

This enables us to accurately determine and plan the scope of work for your project.

#### 2.1.1 PROJECT STRATEGY PLAN

Deliverables:

2.1.1.1 *Project Strategy Plan*: the deliverable result of the Project Strategy Phase, which captures your business goals and priorities and may include the following:

- Findings and Conclusions: Business Drivers, Critical Success Factors, Technical Environment, Risks
- High-Level Phased Deployment Strategy
- Education and Support Requirements
- Final Hardware Recommendations
- Final Detailed Time and Cost Estimates

### 2.2 PHASE 2 – ANALYSIS & DEFINITION

In the Analysis and Definition Phase, Genesys consultants perform the data gathering and analysis necessary to develop the detailed functional requirements, which map from the business requirements, and high level





functional and technical requirements, that were defined in the Project Strategy Phase. A Functional Specification Session is held with State of Michigan to ensure all the questions have been answered

## 2.2.1 FUNCTIONAL SPECIFICATIONS & PROJECT PLAN

### Deliverables:

- 2.2.1.1 *Functional Specification*: this document addresses the architectural design, functional specification design, product set, software, and hardware requirements for the project. The Functional Specification is a living document. As such, the document becomes the primary project blueprint which serves as the basis for the *Project Plan*, implementation deliverables and all test and acceptance criteria. Changes to the Functional Specification are managed through the Change Control Process defined in the Project Control Section
- 2.2.1.2 *Project Plan*: identifies project phases and tasks, assigned resources, and durations. Changes to the Project Plan are also managed through the Change Control Process defined in the Implementation Approach Section

## 2.3 PHASE 3 – DESIGN

In the Design Phase, Genesys consultants finalize the detailed application design and technical architecture necessary to support the functional requirements defined in the Analysis & Definition Phase. Test plans based on the functional and technical requirements are developed prior to implementation

### 2.3.1 FUNCTIONAL/TECHNICAL SPECIFICATIONS & PROJECT PLAN

#### Deliverables:

- 2.3.1.1 *Functional and Technical Specification*: the next evolution of the *Functional Specification*, this document adds the technical design underlying the functional design documented in the previous phase. Includes detail design of routing strategies and database access, desktop application and attached data, custom reporting, external system interfaces including legacy systems and IVRs, etc. As above, changes to the Functional and Technical Specification are managed through the Change Control Process defined in the Project Control Section
- 2.3.1.2 *System Test Plan*: this document identifies the applications and functional areas to be tested as identified in the *Functional and Technical Specification*, and the validation, classification and approval procedures to be followed during the Test Phase. The document will describe the objectives, test scenarios, and specific test scripts that will be executed to ensure the system infrastructure works properly during general rollout

## 2.4 PHASE 4 – INTEGRATION

In the Integration Phase, Genesys software is installed and configured on State of Michigan provided hardware (a Lab Environment is recommended) to the specifications in accordance with the *Functional and Technical Specification document*

### 2.4.1 FRAMEWORK

#### Deliverables:

- 2.4.1.1 Genesys will install and configure the latest GA (Generally Available) release of the Genesys Centralized Configuration and Management components at one location as appropriate in consideration with the State of Michigan environment; this includes DBServer, Configuration Server, Solution Control Server, Message Server, License Manager, and Local Control Agent (LCA), along with any necessary database table configurations. Genesys will also install and configure the respective applications GUIs: Configuration Manager, Solution Control interface, and Genesys Wizards Manager. The above mention components will form the building blocks to which other Genesys solutions can be





installed. Genesys will also configure these framework components in a High Availability (HA) hot standby configuration where applicable. During this installation HA Proxy will not be installed.

## 2.4.2 ROUTING

### Deliverables:

- 2.4.2.1 Genesys will install and configure the latest GA release of the Genesys Routing Engine. Genesys will install the Stat Server, Universal Routing Server and Router Designer components, along with any necessary database table configurations during this step. Additionally, Genesys Professional Services will configure one basic test routing strategy. The State of Michigan can create additional routing strategies if desired. Genesys Professional Services is willing to aid in the development and creation of further routing strategies; however, these additional routing strategies are not included within this scope of work document.

## 2.4.3 CUSTOM INTEGRATION – SIEBEL ADAPTER DESKTOP

### Deliverables:

- 2.4.3.1 Genesys will assist and consult State of Michigan staff with the Siebel CTI integration for screen pops with the Genesys Siebel Adapter.

## 2.5 PHASE 5 – TEST

In the Test Phase, all components of the solution, including network provider, PBX, IVR, database server, desktop applications, as well as the Genesys components must each perform to its individual specifications, and must also perform seamlessly as an end-to-end system. Genesys will conduct three types of testing to ensure this:

- Unit testing of each component
- Integration testing of the entire system
- Demonstration Checkpoint/Preliminary user acceptance testing

Unit testing will be performed in the Lab Environment in accordance with the *System Test Plan* developed in the Design Phase. The Test Phase ensures that your Genesys solution functions without error and in accordance with the Functional and Technical Specification.

### 2.5.1 UNIT, INTEGRATION, AND ACCEPTANCE TESTING

#### Deliverables:

- 2.5.1.1 *Unit Testing:* As defined by the *System Test Plan*, unit test results will be documented for each scenario exercised, with each test identified as passed or failed.
- 2.5.1.2 *Integration Testing:* This testing will execute the full end-to-end call flows as described in the System Plan. All individual components of the solution will be included in the testing of the delivery of the interaction as described in the Test Cases.
- 2.5.1.3 *Demonstration Checkpoint/Preliminary User Acceptance Testing:* Acts as a checkpoint to ensure that the solution is ready to proceed to the Deployment and Handoff Phase. Genesys will demonstrate to State of Michigan users and other project stakeholders the full solution functionality. Upon completion of the demonstration, it will be State of Michigan's responsibility to verify to their satisfaction that the Genesys solution operates in accordance with the *Functional and Technical Specification*. (Please see the Final Acceptance section for a definition of the acceptance process.) The result of this phase will





be an agreement to move forward to the Deployment and Handoff Phase or to modify the *Functional and Technical Specification* and *Project Plan*, which will be managed via the Change Control Process.

## 2.6 PHASE 6 – DEPLOYMENT & HANDOFF

In the Deployment and Handoff Phase, system administrator training is completed and users are trained on the system, final documentation is submitted, the Genesys solution is rolled into production. This phase concludes with product and commercial support being handed off to Genesys Technical Support and the Genesys State of Michigan account team.

State of Michigan system administrators must acquire development and operations management skills for the Genesys products installed. *Formal training for Genesys system administrators must be taken prior to the Deployment and Handoff Phase and will be provided by Genesys University®.* Please see the Training Prerequisites section for the training required for State of Michigan staff.

### 2.6.1 TRAINING AND DOCUMENTATION

#### Deliverables:

- 2.6.1.1 *Hands-on Training:* Genesys will provide one day of hands-on knowledge transfer to State of Michigan system administration staff responsible in the upkeep of the Genesys solution in regards to the products installed as mentioned within this SOW.
- 2.6.1.2 Genesys will submit the final *Functional and Technical Specification*, *System Test Plan* results, and a *System Run-book* (outlining the as-built configuration) to State of Michigan.

### 2.6.2 DEPLOYMENT

#### Deliverables:

- 2.6.2.1 *Initial Deployment / Pilot Test:* Genesys will work with the State of Michigan team to finalize deployment and contingency plans, and deploy the solution in a limited release for pilot testing.
- 2.6.2.2 *Full Deployment:* Upon completion of the Pilot Test, Genesys will work with the State of Michigan team to fully deploy the solution in production.

### 2.6.3 POST-DEPLOYMENT SUPPORT AND HANDOFF

#### Deliverables:

- 2.6.3.1 *Handoff:* Genesys will facilitate a Project Handoff meeting to officially turn State of Michigan Siebel Screen Pop support over to Genesys Technical Support and the Genesys Account Team. Technical Support will be the primary contact for technical questions or needs. The Genesys Account Team will be the primary contact for additional services or software needs. The Genesys Account Team and Technical Support staff will be invited via conference call or in person if they are local.

## 2.7 PHASE 7 – AUDIT

During the final phase of the project we audit the quality of our work and our people, and measure customer satisfaction. Genesys has made a very large investment in coalescing the best lessons and practices gained through many years of experience in contact center projects into our Methodology. Assessment of the level of adherence to this critical process map is a vital part of the Audit Phase, serving as critical input to risk assessment and as the gauge for measuring quality achievement. Furthermore, project success is not determined solely by adherence to a methodology. Based on customer feedback, we strive to make improvement to our process and our people.





## 2.7.1 QUALITY ASSURANCE REVIEW AND CUSTOMER SATISFACTION SURVEY

### Deliverables:

- 2.7.1.1 *Final Project Quality Assurance Review*: Genesys will conduct a review with State of Michigan's involvement to measure achievement of project quality standards, such as completeness of system requirements, effectiveness of the change process, involvement of executive sponsors, and customer readiness for system turnover. In each case, opportunities for improvement will be discussed and documented for turnover to our Best Practices organization.
- 2.7.1.2 *Customer Satisfaction Survey*: Genesys will solicit feedback from the State of Michigan project team on their satisfaction with the Genesys resources, process and implementation experience and product upon project completion.

## 3 PROJECT CONTROL

### 3.1 PROJECT MANAGEMENT

The Genesys Project Manager will assemble a Genesys team that works under the direct supervision of the Genesys Project Manager, with indirect line responsibility to the State of Michigan Project Manager. The Genesys Professional Services team will ensure solid project management and technical delivery of all Genesys-supplied resources and software solutions. This includes project tracking; the Genesys Project Manager will use the project plan established during analysis activities to track progress against schedule and resources in considerations with financials.

Genesys standard practice is to meet at key milestones to review the project status. The progress information from each meeting is used to update the actual activity against the plan, enabling the Project Manager to identify any issues or concerns and to take corrective action.

The Genesys Project Manager will also ensure the project is tracked correctly and will deliver to the State of Michigan Project Manager on a weekly basis a weekly status report and weekly financial tracking sheet.

### 3.2 CHANGE CONTROL

New features, new functions, alternate functions, and unforeseen design or infrastructure issues might all trigger a change in some facet of the project or the design of the solution.

The Genesys Project Manager will work closely with State of Michigan to complete a Change of Scope Authorization document to clearly identify the change issue (see Appendix B, attached). Note that significant changes may impact the project schedule and fees; these impacts will be clearly identified and resolved by mutual agreement with State of Michigan.

### 3.3 STAFFING

Genesys Professional Services will work with State of Michigan to accommodate schedule and project objectives; minimum request times and treatment of project delays not due to Genesys are noted in the Genesys Professional Services Agreement (PSA).

### 3.4 USE OF SUBCONTRACTORS

Any use of Subcontractors is subject to the State of Michigan's consent, as described in the Genesys Professional Services Agreement (PSA).





### 3.5 STANDARD WORK WEEK

A regular work week for Genesys Professional Services is assumed to be 40 hours, excluding national and company holidays, unless otherwise stated. On a regular week, Genesys personnel will arrive on Monday and will leave on Friday. Based on the travel time required to reach the work location, travel time for the week is expected to be approximately 4 to 8 hours. Travel time will not be billed to State of Michigan during this project. This regular work week definition will be used within the Genesys Professional Services project plan. Genesys understands that certain events will require after hour work activities i.e. plating product in to production. Every effort shall be made by both State of Michigan and Genesys to compensate for these events, ensuring that the consultant maintains as close as is possible to the 40 hour work week, therefore maintaining productivity. Any modification to this definition of a regular work week must be agreed to in writing in an addendum to this SOW.

## 4 ASSUMPTIONS AND BASIS OF PROPOSAL

The assumptions listed in this section, serve as the basis for our fees and expenses. Material changes in the underlying assumptions, or failure in meeting any of the prerequisites may result in a change in scope, and may impact the timeline of the Genesys deliverables. See the Change Control section of this document for change management details.

### 4.1 CRITICAL SUCCESS FACTORS

#### 4.1.1 KEY STAFF PARTICIPATION

- 4.1.1.1 Genesys Professional Services will provide all necessary consulting resources in a timely manner to ensure overall project success.
- 4.1.1.2 State of Michigan will guarantee the participation of key technical and business personnel to ensure that requirements can be defined expeditiously. State of Michigan will provide access to technical and functional subject matter experts on a timely basis to work in a collaborative manner with consulting resources. Key State of Michigan personnel may include the following:
  - **Telecom Administrator.** The Telecom Engineer will need to create objects on the switch, verify the configuration of the switch, and ensure connectivity to the Genesys solution.
  - **IS/IT Administrator.** The IS/IT Engineer will be responsible for verifying the network configuration and assisting with any network related issues or questions that may arise.
  - **Server Administrator.** The Server Administrator will be responsible for all server related support throughout the course of the project.
  - **Database Administrator.** The Database Administrator (DBA) will be responsible for creating and maintaining all required databases for the project implementation. Additionally, the DBA will provide access to all project-required databases so that the Genesys Professional Services resource(s) can install and configure required tables and data. This individual must be competent in all aspects of database management and database server installation/maintenance relevant to the State of Michigan environment.

#### 4.1.2 HARDWARE ENVIRONMENT AND RELEVANT SOFTWARE APPLICATIONS

Hardware/Software Vendor	Product	Version
PBX Platform		
Avaya	G3	





<b>CTI Link Platform</b>		
Avaya	ASAI	4
<b>Network Service Provider (for network routing)</b>		
n/a	n/a	n/a
<b>IVR Platform</b>		
Avaya	Conversant	
<b>Dialer Platform</b>		
n/a	n/a	n/a
<b>Database Platform</b>		
<b>Internet and Email Servers</b>		
n/a	n/a	n/a
<b>Server Operating System</b>		
<b>Desktop Operating System</b>		
Microsoft	Windows 2000	2000
<b>CRM Applications</b>		
n/a	n/a	n/a
<b>Miscellaneous Desktop Applications</b>		
Siebel Cplus Adapter		

#### 4.1.3 TRAINING PREREQUISITES

There are 7 broad categories of business drivers which will require the effort of experienced Genesys professionals in your environment:

- staffing and work-rule changes, such as new hires, resignations, transfers, temporary assignments, skill adjustments, group changes, schedule modifications
- process and service enhancements, such as new product or service offerings, service-level fine tuning, customer segmentation, changes to IVR applications
- special circumstance call handling, such as event-driven spikes in volume due to holidays, marketing campaigns, disasters
- management information needs, such as modification to real-time and historical report statistics, changes to service level definitions
- maximizing system uptime, such as proactive system monitoring and tuning, problem trouble-shooting and resolution, software installation, disaster recovery





- normal system maintenance, such as log file backups, system restarts, coordinating work with database network and PBX administrators
- environment changes, such as PBX, database and server software upgrades, additional IVR ports, server capacity improvements

This work requires both formal and hands-on training. Formal Genesys University Training requirements for State of Michigan's team are listed here. This will be followed by hands-on knowledge transfer during the project to ensure that your team has experience in your environment.

Genesys recommends that a minimum of two persons from State of Michigan acquire the following Genesys University® training prior to production cutover, with additional persons attending training as necessary when scheduling permits. Please consult the website for the most up-to-date information:

<http://www.genesyslab.com/about/training/>

#### **Genesys Overview Courses:**

FRQ - Framework Overview

RRO - Universal Routing and Solution Reporting Overview

#### **Genesys Installation, Configuration and Operations Courses:**

FRI - Framework Installation and Configuration

ERI - Enterprise Routing Installation and Configuration

TSI - Troubleshooting Workshop

#### **Genesys Technical Development Courses:**

BRD - Building Basic Routing Strategies

ARD - Advanced Routing Workshop

#### **Genesys Management Courses:**

PGM - Putting Genesys to Work

### **4.1.4 OTHER CRITICAL SUCCESS FACTORS**

It is crucial that State of Michigan assist with the following project assumptions in a timely manner; failure to do so will affect the project delivery timeline and will impose project risk. In particular, State of Michigan will be responsible for providing the following:

- 4.1.4.1 The hardware as listed in the Hardware Recommendations document, to be provided to State of Michigan after the Project Strategy section is complete. State of Michigan will be responsible for the installation of the necessary OS and database software prior to Genesys Professional Services being engaged. Genesys requires full administrator access to these servers (preferably including full database access) during the course of the project engagement. Genesys can not continue work unless the minimal hardware recommendations are met.
- 4.1.4.2 The dedicated resources to work in conjunction with the Genesys Consultant(s). This will allow the Genesys Consultant(s) to successfully obtain necessary information and provide product knowledge transfer, in order to support a successful project implementation. Any delay in providing the necessary resources may hinder the timeline of the project.





- 4.1.4.3 Relevant supporting documentation, as requested by the Genesys Consultant(s). This may include any current and planned environment configuration, network topology schematics, system management, and capacity planning documents
- 4.1.4.4 Concur that all hardware, equipment, and applications listed in the *Hardware Environment and Relevant Software Applications* section above is correct and accurate. All pricing and estimates included within this SOW are based on these assumptions. Changes to the environment that are unspecified or that occur during the life of this project can have significant impact on these estimates; any changes will be addressed through the *Change Control* procedure as outlined subsequently within this SOW
- 4.1.4.5 Network switch, IVR, and database administration during the course of this project.
- 4.1.4.6 Ensure that all servers, operating systems and LAN/WAN connectivity will be operational and access made available at the beginning of the project. Additionally, all necessary hardware and dependant software essential for the successful implementation of the project must be installed and tested.
- 4.1.4.7 Provide an adequate work environment for the Genesys Consultant(s) including workspace, computer workstations and agent configured telephone sets (for consultant use and testing; one per consultant required – normally two consultants). The Workstations will be connected to State of Michigan LAN with full Internet and FTP access permissions. Genesys may also require at least one network connection and analog line per consultant to be used for standalone laptop network/dialup access. A desktop phone will also be required per consultant
- 4.1.4.8 Provide a suitable test environment if needed for this project.
- 4.1.4.9 Ensure the CTI-interface is installed, configured, and tested with State of Michigan's PBX as listed within this Statement of Work document if applicable.
- 4.1.4.10 Ensure that all PBX/ACD hardware and software installation, maintenance, and upgrades to support the CTI link and design requirements of the solution will be completed in a timely manner in accordance with the project initiative and/or milestones if applicable.

## 5 TERMS AND CONDITIONS

The Terms and Conditions are specific to this SOW are subject to the terms and standards of the standard Genesys Professional Services Agreement (PSA) and Master Software License Service Agreement (MSLSA), which are deemed to be accepted on the signature of the this SOW

Genesys Professional Services will deliver the services described in this SOW on a time and materials basis

### 5.1 FEES AND EXPENSES: TIME AND MATERIALS

Genesys Professional Services will deliver the services described in this SOW on a time and materials basis at the specially negotiated cost outlined below. All travel and living expenses will be billed to State of Michigan on actual expenses incurred. The Genesys Project Manager will track the financial status to the plan given in the *Timeline and Labor Price Estimates*, and will report the status to State of Michigan on a regular basis.

Overtime and State of Michigan requirements to work out of hours will be charged at 1/8<sup>th</sup> the daily rate. Weekend work hours will be charged at time and half (i.e. 150% of 1/8<sup>th</sup> daily rate). This rate does not include travel and living expenses incurred in the delivery of consulting services to State of Michigan.

During the Project Strategy phase, a formal timeline and project plan will be formulated. Revised estimates will be addressed through a Change of Scope authorization by Genesys and State of Michigan, based upon mutually agreed analysis.

If our fees are expected to exceed the estimate once this project is in progress, Genesys will notify State of Michigan through a Change of Scope Authorization document and await the approval of State of Michigan for additional funding before proceeding with work.





Travel and living expenses incurred will be invoiced at actual cost. All fees and expenses for the services described in this statement of work will be assessed and billed monthly.

Work will be scheduled according to an agreed-upon start date.

This offer expires thirty days from the date listed on the cover page.

## 5.2 TIMELINE & LABOR PRICE ESTIMATES

<b>2.1 - Project Strategy</b>		
2.1.1 - Project Strategy Plan	2	\$4,000
<b>2.2 - Analysis &amp; Definition</b>		
2.2.1 - Functional Specifications & Project Plan	2	\$4,000
<b>2.3 - Design</b>		
2.3.1 - Functional/Technical Specifications & System Test Plan	2	\$4,000
<b>2.4 - Integration</b>		
2.4.1 - Framework - Install and configure Lab and Production	12	\$24,000
2.4.2 - Routing - Install URS in Lab and Production w/1 test strategy	5	\$10,000
2.4.3 - IVR Interface	2	\$4,000
2.4.4 - Siebel Gplus Adapter	5	\$10,000
<b>2.5 - Test</b>		
2.5.1 - Unit, Integration, and Acceptance Testing	5	\$10,000
<b>2.6 - Deployment &amp; Handoff</b>		
2.6.1 - Training and Documentation	3	\$6,000
2.6.2 - Deployment	1	\$2,000
2.6.3 - Post-Deployment Support and Handoff	2	\$4,000
<b>2.7 - Audit</b>		
2.7.1 - Quality Assurance Review and Customer Satisfaction Survey	0	\$0
Project Management	10	\$20,500
<b>TOTAL</b>	<b>51</b>	<b>\$102,500</b>
Estimated Expenses		\$20,500
<b>TOTAL ESTIMATE (including expenses)</b>		<b>\$123,000</b>
<b>Daily Rate:</b> \$2,000		
<b>Expense Allocation Percentage:</b> 20%		
<b>Project Management Allocation Percentage:</b> 25%		

Note: "Estimated Duration (Days)" assumes an 8 hour working day. All work will be assessed and billed on an hourly basis.





### 5.3 REQUIREMENTS TO PROCEED

The following documents are assumed to have been executed prior to this SOW; please execute these documents if you have not already done so:

5.3.1.1 Signed Professional Services Agreement (PSA)

5.3.1.2 Signed Non-Disclosure Agreement (NDA)

Note that the PSA is included in the license agreement (MSLSA), so it is considered complete if the MSLSA has been executed

These forms (attached) must be executed in order to proceed with the engagement outlined in this document:

5.3.1.3 The Statement of Work Authorization

5.3.1.4 The Purchase Order Exception Form





### Statement of Work Authorization

All Services will be subject to the terms of the standard Genesys Professional Services Agreement (PSA), which are deemed to be accepted on signature of this Statement of Work Authorization. This Agreement will be made available on request. Work will be scheduled according to an agreed-upon start date.

In order to confirm this engagement, please authorize the proposed services and rate by signing this agreement and faxing it back to my attention at (415) 551-2734. This agreement is contingent on you providing a Purchase Order prior to the start of the engagement. If your firm does not issue Purchase Orders, we request that you execute a Purchase Order Exception Form, again, prior to the start of the engagement. The Genesys Projectid is TBD; it will be referenced on all invoices. If you have any questions, please call me at (916) 939-1951. We look forward to working with you.

Sincerely,

Alan K. Bunnis  
Project Manager  
Genesys Professional Services: Mid-West

Cc: John Pendy, Mike Santos

I authorize Genesys Telecommunications Laboratories to deliver consulting services and to invoice State of Michigan for those services as established in this Statement of Work. I have the authority to authorize these services and payment thereof, and will provide a Purchase Order or Purchase Order Exception Form prior to the start of the engagement.

#### State of Michigan

#### Genesys Telecommunications Labs

Authorization Signature: \_\_\_\_\_

Authorization Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

#### State of Michigan Purchase Order Information

Purchase Order Number: \_\_\_\_\_

Amount Authorized \$: \_\_\_\_\_

Bill To: \_\_\_\_\_

Attention: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_




**Purchase Order Exception Form – Appendix A**

Genesys values your business and wants to provide you with quality service. When a purchase order is not available, we ask that you complete this form to assist us in processing your order correctly. Thank you

To: Genesys Telecommunications Laboratories, Inc. I cannot provide a purchase order for the below referenced purchase because (check one):

- ☐ My company does not issue purchase orders and I have completed all sections below
- ☐ I have not received the final purchase order from my company's purchasing department. However, I have completed all sections below and
- have obtained all necessary approvals to release funds for this purchase and
  - have attached a copy of my purchase requisition to this form and
  - will send the final purchase order to Genesys as soon as it is available

State of Michigan	
SHIPPING ADDRESS	BILLING ADDRESS
Shipping Contact:	Billing Contact:
Shipping Phone #:	Billing Phone #:
Payment Terms: Net 30	Order Date:
REFERENCE NUMBERS	TAX STATUS (check one)
Purchase Order #:	
Purchase Requisition #:	Taxable
Genesys Quote or Contract #:	Tax-Exempt (attach tax certificate)
<b>SERVICE/PRODUCT ORDER</b>	
SERVICE DESCRIPTION	TOTAL PRICE

The information I have provided in this form is accurate and I have complied with my company's business practices in making this purchase. This form affirms my company's commitment to pay for the products and services I have ordered

_____ Name	_____ Authorized Signature
_____ Title	_____ Date



**Change of Scope Authorization – Appendix B****Change of Scope Request – Project ID TBD**

Please describe the nature of the requested change to the original Statement of Work Document. Genesys understands that the undersigned has the authority to accept and approve the work and any modifications to the schedule on behalf of State of Michigan

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requester: \_\_\_\_\_ Date of Request: \_\_\_\_\_

Impacts: [attach additional sheet(s) as necessary]

Technical: \_\_\_\_\_

Implementation: \_\_\_\_\_

Resources: \_\_\_\_\_

Schedule: \_\_\_\_\_

Cost: \_\_\_\_\_

Genesys Project Manager:

Accept ☐ Reject ☐

State of Michigan Project Manager:

Accept ☐ Reject ☐

State of Michigan

Genesys Telecommunications Labs

Authorization Signature: \_\_\_\_\_

Authorization Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_







## **Vision ORS**

# **Telecommunications Bill of Materials**

State of Michigan  
Office of Retirement Services

November 14, 2003



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**Total Price Summary** \_\_\_\_\_ **30**



## 1. NICE MONITORING & RECORDING SYSTEM

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### Introduction

Recording and Monitoring system for ORS comprises of two Nice major components; NiceLog and NiceCLS. The NiceLog is responsible for the actual recording of the telephonic conversation between the Agent and the caller. This system connects directly into the Agent's telephone line, which comes from the PBX. NiceLog also manages the storage of these messages whether in the system itself or in remote media. The remote media for storage at present is on DVD, though this can be scalable to other storage media such as SAN drive etc. Five Supervisors shall have the NICE client installed on their local machines. This will allow them to retrieve the recorded telephonic messages.

NiceCLS is responsible to collect customer data that will be passed to the Genesys Tserver. It is interfaced with the Tserver through the network and retrieves the information about the call, customer and Agent who handles the call. This information is used to enhance the querying capability for the Supervisors to retrieve a specific voice conversation. The specifics of extended querying capabilities will be discovered during the detail design and build phases.

Since the NiceLog shall interface directly with the Agent's extension line, it is recommended that the system be physically located near the PBX from where the extensions are drawn. Therefore, both the NiceLog and NiceCLS system shall be in the GOB building in the switch room.

This solution does not encompass screen capturing, quality monitoring or extended storage capabilities.



**Hardware**

NICE Part #	Description	Qty	Supplier	Price
NVL88-AVY48	48 Avaya Digital Extensions Logger	1	Nice	\$32,400.00
HR8600N	Total of 8600 Hrs on line	1	Nice	\$3,120.00
DVD-2	Dual DVD Drives – 1220/ 620 hours per DVD	1	Nice	\$2,320.00
AA05	Remote Audio Playback Unit – RAP (for 2 analog outputs)	3	Nice	\$1,488.00
LDB3	NiceLog Medial Library Package (per site)	1	Nice	\$2,400.00
NCLS88-HW-SRV	NiceCLS – Basic Server (HW + SW)	1	Nice	\$8,800.00
SYS-ACC	System Accessories package	1	Nice	\$960.00
<b>Subtotal of Nice Hardware</b>				<b>\$51,488.00</b>



**Optional Hardware Items**

NICE Part #	Description	Qty	Supplier	Price
HR8600R5N	Total of 8600 hours on line with RAID-5 resiliency	1	Nice	\$10,240.00
<b>Subtotal of Nice Optional Hardware</b>				<b>\$10,240.00</b>



**Software**

NICE Part #	Description	Qty	Supplier	Price
CD-CTAVG3GE	Avaya Definity G3 – CTI Link (Genesys)	1	Nice	\$4,080.00
NCLS88-REC	NiceCLS server license (per 50 seats)	1	Nice	\$1,600.00
NCLS88-Total	Total recording Server license (per NiceCLS server)	1	Nice	\$800.00
NAP-AQU1-A	Nice Query user License – First 60 licenses (first 60 users), price per user @ \$240/ user	6	Nice	\$480.00
NAP-AMU1-A	Nice Monitor user license – First 60 licenses (first 60 users), price per user @ \$240/ user	6	Nice	\$480.00
Free Seating	Note: The system to be configured for Free Seating	1	Nice	\$0.00
<b>Subtotal of Nice Software</b>				<b>\$7,440.00</b>



**Services: Installation, Training, Professional Services**

<b>NICE Part #</b>	<b>Description</b>	<b>Qty</b>	<b>Supplier</b>	<b>Price</b>
PS-APMCLS-02	Project Management, per site – with CLS – includes project management support for NiceCLS systems	1	Nice	\$15,600.00
PS-AIISO-02	NiceLog installation, Station Side, up to 48 channels, 8 – 5 M – F local time	1	Nice	\$6,875.00
PS-AIINLC-02	NiceCLS installation, 8 – 5 M – F local time	1	Nice	\$5,000.00
PS-AESNLT-02	NiceLog system Administrator & Reviewer Training (up to 15 attendees) – 2 days, instructor led training held at client site that covers the features of the Client's recording solution required to successfully manage their specific configuration	1	Nice	\$8,125.00
PS-AIIFDS-02	First Day of Support – A Technician will be at the client site for a day beyond the normal installation days from 8:00am to 5:00pm Local time, Monday through Friday.	1	Nice	\$3,750.00
PS-AIADS-02	Subsequent day of Support (per day). A technician will be at the client site another day following the following the first additional day from 8:00am to 5:00pm local time, Monday through Friday.	1	Nice	\$1,875.00
<b>Subtotal of Nice Services</b>				<b>\$41,225.00</b>



**Maintenance Options**

NICE Part #	Description	Qty	Supplier	Price
Maintenance Option	First Year Maintenance – Silver Level – 15% of List Price	1	Nice	\$11,049.00
<b>Subtotal of Nice Maintenance Options</b>				<b>\$11,049.00</b>



**Pricing for Nice System**

	Description	Price
Hardware	Required Hardware	\$51,488.00
	Optional Nice Hardware	\$10,420.00
Software	Required Software	\$7,440.00
Services	Required Services	\$41,225.00
Maintenance	Required	\$11,049.00
Total of Nice System		\$121,622.00

\*Does not include the price of material supplied by ORS



Contract # 071B3001358

MASTER SERVICES CONTRACT (MSC) # 071B3001358

between

THE STATE OF MICHIGAN

and

SBC Global Services, Incorporated

Qwest Communications Corporation

Merit Network, Incorporated

Verizon North, Incorporated

Norlight Telecommunications, Incorporated

Effective as of September 1, 2003



STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

JOINT CONTRACT NO. 071B3001358  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR		TELEPHONE Robert Weldon (517) 334-3614
SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933		VENDOR NUMBER/MAIL CODE (2) 36-3264367 (001)
		BUYER (517) 335-0462 Christine Mitchell <i>CMitchell</i>
Contract Administrator: Thomas J. Fogle LINK MI - DIT Telecom/Statewide		
CONTRACT PERIOD: From: August 1, 2003 To: July 31, 2009		
TERMS N/A	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #071I2000305, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, terms and conditions indicated by the State herein and those indicated by the vendor, those of the State take precedence.		
Estimated Contract Value: \$238,530,541.00		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I2000305. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form. Multiple payment mechanisms are available through this contract as allowed per specific service/product category Statement Of Work (SOW). Payment options include voucher purchase orders (PO), direct voucher (DV) or Procurement Card (P Card) as specified in SOW.

This is a joint contract agreement between the State of Michigan and the companies listed below and on the attached pages.

FOR THE VENDOR:

SBC Global Services, Inc.  
*Rayford W. Wilkins, Jr.*  
Firm Name  
Authorized Agent Signature  
Rayford W. Wilkins, Jr.  
Authorized Agent (Print or Type)  
9/5/03  
Date

FOR THE STATE:

*Sean Carlson*  
Signature  
Sean Carlson  
Name  
Director, Acquisition Services  
Title  
9/16/03  
Date



**Pre-requisites**

	<b>Description</b>	<b>Provided By</b>
	5 analog lines to permit playback by phone	DIT Telecom
	Avaya Prologix, Definity One or Definity G3 (R3, R5, R6 or R8) version 6.3 – 11.1	DIT Telecom
	Genesys CTI Server version 5.1, 6.1 or 6.5 with the appropriate CTI connectivity to the ACD	Covansys
	2-wire DCP sets	DIT Telecom
	Configuration and Services for Avaya Expert Agent Selection Package if implementing the NiceCLS to support free seating	DIT Telecom
	Appropriate CTI monitoring licenses	Covansys/ Genesys
	One analog line to permit remote diagnostics, using PCAnywhere	DIT Telecom
	19 inch racks with shelves, audio cables, power cables, LAN cables and HUBs	ORS Facilities
	UPS power	ORS Facilities
	NiceLog(s) and NiceCLS require individual static IP address	ORS
	Appropriate Agent telephone wiring for Nice system connectivity	DIT Telecom
Nice Supervisor Applications Workstation (NiceUniverse, Query, monitor applications)	<p>Minimum requirement of the following:</p> <p>OS: Windows 98, or NT workstation or Server4.0 SP5 &amp; SP6, or Windows 2000 professional, or Windows XP</p> <p>Browser: MS IE5.0 or higher</p> <p>CPU: Pentium II 233MHz or higher (400MHz recommended)</p> <p>Internal Memory: 32MB (64MB is recommended)</p> <p>Free HDD space for Nice applications: 50MB</p> <p>CD-ROM: Optional, for software installation</p> <p>NIC: Ethernet TCP/IP</p> <p>Sound Card: If Playback Over LAN is required</p> <p>SNMP support (Optional): SNMP service must be installed prior to the NICE applications installation.</p>	ORS
Administration Workstation	<p>Minimum requirement of the following:</p> <p>OS: MS Windows 98, or Windows NT workstation or Server 4.0 SP5 and SP6, or Windows 2000 Professional, or Windows XP</p> <p>CPU: Pentium II 233MHz or higher (400MHz recommended)</p>	ORS



	<p>Internal Memory: 32MB (64MB is recommended)</p> <p>Free HDD space for Nice applications: 50MB (200MB if Media Library Server is to be installed)</p> <p>CD-ROM: Optional, for software installation</p> <p>NIC: Ethernet TCP/IP</p> <p>Modem: Required for remote maintenance</p> <p>Dedicated ISA slot: One for time synch board, one for alarming. (Note: ISA slot is needed only when IRIG-B for time SYNC is used. In case of NTP no need for ISA slot)</p> <p>COM port: Optional (for Media Library Label Printer)</p>	
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**Note:** Pre-requisites may be modified after a site evaluation is complete.



**Assumptions**

- Record all the incoming calls only to CIC.
- Recording to be done on the Extension side.
- No Quality-monitoring module.
- No NiceScreen used for screen capture.
- ORS shall be responsible to purchase and change the disks of the storage media when prompted by the system.
- ORS shall take responsibility to label the recorded disks.
- ORS shall be responsible to retrieve messages from online recording media or from storage media.



## 2. GENESYS CTI SYSTEM

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### Introduction

Genesys is the CTI (Computer Telephony Integration) middleware. This system is responsible to initiate a screen pop on Agents screen. It interfaces to the Conversant IVR and Siebel. Customer's data that is retrieved by the IVR is passed to Genesys. Genesys then invokes the screen pop mechanism in Siebel and passes the customer's data to Siebel, which is then popped on the Agent's Siebel screen along with the call. Genesys is responsible to activate and recognize the functions of the Siebel CTI tool bar on Agent's Siebel screen.

Genesys system for the ORS is proposed to be the Enterprise Routing Solution (ERS) 6.5.X version. This version of Genesys is chosen keeping in mind the scalability of the system. Appropriate licenses are purchased to have 50 concurrent Agents in CIC. The 50 seat licenses can be increased for any future expansion plans. Similarly, 50 licenses are proposed for the integration of Siebel (Gplus Adapter for Siebel) and 50 for the integration to NiceLog system. Both can be upgraded for future expansions. The proposed interface to Conversant IVR is supported by the 48-port licenses purchased from Genesys for this purpose. The present requirement to have 48 IVR ports is satisfied by this. Although these licenses can be increased as needed in future.



**Hardware – State of Michigan to provide**

Items	Description	Qty	Supplier	Price
Server - Application	Pentium III 500 MHz or higher Quad Processors, 2 GB RAM or higher, 20 GB Disk Space or Higher, RAID 5 recommended, RAID array card, CD ROM Drive, NIC for Ethernet TCP/IP (for N/W) Dual NIC recommended, NIC for CTI Link, NIC (for Backup device) optional, Redundant Power Supply recommended	1		Customer provided
Server - Reporting	Pentium III 500 MHz or higher, 500 MB RAM or higher, 30 GB Disk Space or Higher, RAID 5 recommended, CD ROM Drive, NIC for Ethernet TCP/IP (for N/W) Dual NIC recommended, NIC (for Backup device) optional, Redundant Power Supply recommended	1		Customer provided
<b>Subtotal of Genesys Hardware</b>				



**Software**

Items	Description	Qty	Supplier	Price
Server- OS	Windows NT Server 4.0 SP5 and SP6, or Windows 2000, Microsoft Internet Explorer 5.0 or higher	1	ORS	N/A
ERS 50	Enterprise Routing (ERS) seats. Licenses as determined by the number of seats, extensions etc. @\$1140.00/seat	50	Genesys	57,000.00
Crecord	Call Recording Ports @\$210.00/port	50	Genesys	10,500.00
Gplus Adapter	Gplus Adapter for Siebel 7 (seats) @\$240.00/seat	50	Genesys	12,000.00
IVR Interfact	IVR Interface (Ports) @\$360.00/port	48 Ports	Genesys	17,280.00
Reporting Software	Genesys Reporting software	1	Genesys	included
Databases w/Licenses	MSSQL2000 SP3 for the Config, Log, Data Mart and ODS Database	4	ORS	N/A
<b>Subtotal of Genesys Software</b>				<b>\$96,780.00</b>



**Services: Installation, Training, Professional Services**

Items	Description	Qty	Supplier	Price
	Project Management	1	Genesys	Not included*
	Covansys Implementation cost	1	Covansys	N/A
	Training Courses	2	Genesys	Not included*
	Strategy and Design session and documentation	2 persons	Genesys	Not Included*
	Genesys Expert Services	1	Genesys	Not Included*
<b>Subtotal of Genesys Services</b>				<b>N/A</b>

\*All Genesys products are to be drop shipped directly to the State of Michigan by SBC. It is SBC's understanding that all implementation and integration services were to be performed by Covansys. Should the State of Michigan desire the above mentioned services to be performed by Genesys/SBC, we would need to conduct further discovery to provide an accurate proposal.



**Maintenance Options**

Items	Description	Qty	Supplier	Price
Maintenance	12 month Maintenance Coverage (24x7)	1	Genesys	14,092.00
<b>Subtotal of Genesys Maintenance Options</b>				<b>14,092.00</b>



**Pricing for Genesys System**

	Description	Price
Hardware	Required Hardware	Customer provided
Software	Required Software	\$96,780.00
Services	Required Services	Not included
Maintenance Options	Required	14,092.00
<b>Total of Genesys System</b>		<b>\$110,872.00</b>

\*Does not include the price of material supplied by ORS



**Pre-requisites**

	Description	Provided By
	Two databases for Configuration and Log each of 300MB and 2GB respectively.	ORS
	CTI link from the PBX with its configuration details such as IP address and port.	DIT Telecom / Avaya
	CTI link client software that will reside on Genesys server ( <b>need to check this with Avaya</b> )	Avaya
	License File from Genesys	Covansys/ Genesys
	Latest GA software from Genesys	Covansys/ Genesys
	Racks with shelves, audio cables, power cables, LAN cables and HUBs	ORS Facilities
	UPS power	ORS Facilities
	Static IP address	ORS
	List which includes Agent name, ACD Login ID, Extension #.	ORS
	Siebel Communications Server ready for CTI configuration	Covansys
	Network connectivity between Genesys server, IVR and Siebel	ORS
	IVR system completely installed for Genesys integration	Covansys/ Avaya

**Note:** Pre-requisites may be modified after a site evaluation is complete



**Assumptions**

- Calculations for 50 seats in CIC.
- No High Availability implementation.
- No Genesys Voice Treatment Option implementation.
- Integration with Conversant IVR for 48 ports.
- MSSQL2000 server would be used as the DB for applications and reporting.
- Brio Licenses come with Genesys reporting.
- Conversant shall do the DB dip and extract caller info.
- Genesys shall integrate with Siebel and provide screen pop to logged in and available agents in CIC.
- All agents in CIC shall log on to take the calls through the Siebel CTI toolbar.



### 3. AVAYA FOR CONVERSANT IVR

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#### **Introduction**

In this proposed design the Avaya Definity G3 PBX diverts the four local and the 800 incoming lines to the IVR ports. The function of the IVR (Interactive Voice Response) system will be to play pre-recorded voice prompts to the customer and accept SSN & RPU as inputs from their telephone. The Conversant IVR can gather information about the caller from the digits customer has entered to identify them.

We have considered the Conversant USC 1000 system for the IVR. A total of 48 IVR channels are considered for the CIC to handle those many simultaneous calls at any given moment. The given number of channels for the IVR is sufficient to handle all the peak traffic that is expected in CIC. Channel configuration has been verified by both Avaya and DIT Telecom along with Covansys using standard industry Erlang formulas.

The Conversant IVR system plays the prompt to enter their SSN or RPU number. The caller-entered digits are used by the system to query into Siebel database for customer information. The information that it retrieves from the database shall consist of customer details such as Last Name, First Name, Member Status, etc. The interface with Genesys allows the IVR to pass the customer information to the Tserver. A customer detail screen is popped on the Agent's Siebel application, which shows all the customer information that had been passed by the IVR to Genesys.



**Hardware**

Material	Description	Qty	Supplier	Price
119680	CONV 24PT RTU DIGITAL	1	Conversant	\$7,231.55
167390	CONV UCS1000 CPCI RAID PLT	1	Conversant	\$67,261.89
167638	CONV UCS1000 CPCI SSP BOAR	1	Conversant	\$8,255.86
167636	CONV UCS1000 CPCI E1/T1 BO	1	Conversant	\$5,106.95
167393	CONV UCS1000 MNTR/KEYBD MO	1	Conversant	\$526.76
177737	CONV TTS 2PT RTU	1	Conversant	\$1,128.79
151420	CP INTF DS1 TN464GP	2	Conversant	\$5771.80
103312	CONV MDLR CABLE E1/T1 25 O	2	Conversant	\$45.30
102938	DEF DS1 CABLE	2	Conversant	\$150.09
<b>Subtotal of Conversant IVR Hardware</b>				<b>\$95,478.99</b>



**Software**

Material	Description	Qty	Supplier	Price
100694	INT CONV WH WORD SPEECH RE	1	Conversant	\$3,386.26
100714	CONV FLEXWORD RECOG US ENG	1	Conversant	\$1,746.15
100717	INT CONV FLEXWORD SPEECH R	1	Conversant	\$3,536.86
100730	INT CONV TEXT TO SPEECH RT	2	Conversant	\$752.53
100732	INT CONV TEXT TO SPEECH RT	2	Conversant	\$6,772.74
103223	CONV ASAI SFTW PKG FOR	1	Conversant	\$3,762.63
160748	UCS1000 V8 LINESIDE SFTW B	1	Conversant	\$18,265.18
<b>Subtotal of Conversant IVR Software</b>				<b>\$38,222.35</b>



**Services: Installation, Training, Professional Services**

Material	Description	Qty	Supplier	Price
104164	BCS INSTL CUSTMR SOLUTION	1	Conversant	\$3,021.88
	Implementation of IVR Solution	1	Viecore	N/A
<b>Subtotal of Conversant IVR Services</b>				<b>\$3,021.88</b>



**Maintenance Option**

Material	Description	Qty	Supplier	Price
199700	ENTERPRISE VOICE SYSTEMS M	1	Conversant	\$1,587.00
<b>Subtotal of Conversant IVR Maintenance Option</b>				<b>\$5,587.00</b>



**Pricing for Conversant IVR System**

	Description	Price
Hardware	Required Hardware	\$95,478.99
Software	Required Software	\$38,222.35
Services	Required Services	\$3,021.88**
Maintenance Options	Required	\$1,587.00
Total of Conversant IVR System		\$138,310.22

\*Does not include the price of material supplied by ORS

***\*\*Services pricing (above) does not include Avaya item # 176641, description "ISO-Avaya Implementation". This service was not listed within the requested items above, therefore is not included in final quote dollars above. If this is a desired service, please add \$15,420.00 to price for installation services.***



**Pre-requisites**

	Description	Provided By
	Customer shall approve the call flow and IVR functionality	ORS
	Customer shall ensure that the customer Siebel database is correct.	Covansys / ORS
	Customer shall decide on the contents of various prompts.	ORS
	Customer shall record all the voice prompts and provide them to be placed into the system.	ORS
	Racks with shelves, audio cables, power cables, LAN cables and HUBs	ORS Facilities
	UPS power	ORS Facilities
	Static IP address	ORS
	Connectivity of T1 from PBX to IVR voice card ( <b>to check with Avaya</b> )	DIT Telecom/ Covansys/ Avaya
	Diversion of CIC incoming lines to IVR voice board	DIT Telecom/ Covansys/ Avaya
	MAPD Board	DIT Telecom
	MAPD Software	DIT Telecom
	MAPD LAN Software	DIT Telecom

**Note:** Pre-requisites may be modified after a site evaluation is complete.



**Assumptions**

- IVR shall collect the SSN and RPU digits, do a DB dip and send the information to Genesys.
- The SSN and RPU digits are numeric 9 digit and 5 digits respectively.
- There are no duplications of these numbers in the customer database.
- IVR shall decide on the routing of calls to the appropriate prompts according to the data it gathers from the customer database.
- ORS shall provide with the list of prompts and record them.
- The IVR shall make routing decisions of calls to various prompts, depending upon the data it retrieves from the lookup into Siebel database.



**TOTAL PRICE SUMMARY**

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<b>Vendors</b>	<b>Price</b>
<b>Nice Recording and Monitoring System</b>	<b>\$121,622.00</b>
<b>Genesys CTI system</b>	<b>\$110,872.00</b>
<b>Avaya Conversant IVR System</b>	<b>\$138,310.22</b>
<b>Grand Total</b>	<b>\$370,804.22</b>



1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX053307U1	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO3662-AC	Dual 10/100 E Cisco 3660 6-slot Modular Router-AC with IP	JAB0535811Y	1-Oct-03	30-Sep-04	\$2,000.00	\$1,760.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO3662-AC	Dual 10/100 E Cisco 3660 6-slot Modular Router-AC with IP	JAB0535813N	1-Oct-03	30-Sep-04	\$2,000.00	\$1,760.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206VXR	Cisco 7206VXR, 6-slot chassis, 1 AC Supply w/IP Software	72745685	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX04420742	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2621	Dual 10/100 Ethernet Router with 2 WIC Slots, 1 NM Slot	JMX0546K4QQ	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2621	Dual 10/100 Ethernet Router with 2 WIC Slots, 1 NM Slot	JMX0546K4QR	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72757270	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72757273	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72761040	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72784567	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72611405	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	C7206VXR/400/2FE	7206VXR with NPE-400 and I/O Controller with 2 FE/E Ports	72725156	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72733780	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72718090	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206VXR/300	7206VXR Bundle with NPE-300 and I/O Controller with FE	72728357	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX04440015	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05088960	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2620	10/100 Ethernet Router w/2 WIC Slots, 1 Network Module S	JMX0506K25T	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2610	Ethernet Modular Router w/ Cisco IOS IP Software	JAB043787WB	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2610	Ethernet Modular Router w/ Cisco IOS IP Software	JAB04468410	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1266445	STATE OF MICHIGAN DMB 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2610	Ethernet Modular Router w/ Cisco IOS IP Software	JAB050485Q1	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1386356	STATE OF MICHIGAN DMB 611 WEST OTTAWA STREET ATTN: LISA MORRISON 071P1003239 LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX053003AB	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1386356	STATE OF MICHIGAN DMB 611 WEST OTTAWA STREET ATTN: LISA MORRISON 071P1003239 LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05300GA0	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1386356	STATE OF MICHIGAN DMB 611 WEST OTTAWA STREET ATTN: LISA MORRISON 071P1003239 LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX0530039T	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1386356	STATE OF MICHIGAN DMB 611 WEST OTTAWA STREET ATTN: LISA MORRISON 071P1003239 LANSING MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX0530039G	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1389906	STATE OF MICHIGAN DMB 611 WEST OTTAWA STREET ATTN MARY WENSON 071P1003248 LANSING, MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX051200DE	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1434993	STATE OF MICHIGAN DMB 611 WEST OTTAWA STREET FL 4TH ATTN: MARY WENSON 071P1003676 LANSING, MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX04520579	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX05350B1K	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C6509-1300AC=	Catalyst 6509 Chassis w/ 1300W AC Power Supply	SCA054800NP	1-Oct-03	30-Sep-04	\$6,500.00	\$5,720.00



1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX053603R9	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05360453	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX0537098F	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05350AMF	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C6509	Catalyst 6509 Chassis, 9 slot, 15RU, No Power Supply	TBM05398250	1-Oct-03	30-Sep-04	\$6,500.00	\$5,720.00
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C6509	Catalyst 6509 Chassis, 9 slot, 15RU, No Power Supply	TBM05464746	1-Oct-03	30-Sep-04	\$6,500.00	\$5,720.00
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C6509	Catalyst 6509 Chassis, 9 slot, 15RU, No Power Supply	TBM05465166	1-Oct-03	30-Sep-04	\$6,500.00	\$5,720.00
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C6509	Catalyst 6509 Chassis, 9 slot, 15RU, No Power Supply	TBM05477885	1-Oct-03	30-Sep-04	\$6,500.00	\$5,720.00
1500349	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 4TH FLOOR LANSING, MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX05440G8G	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	CISCO3620	Cisco 3600 2-slot Modular Router-AC with IP Software	JMX0605K2LE	1-Oct-03	30-Sep-04	\$600.00	\$528.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	CISCO3620	Cisco 3600 2-slot Modular Router-AC with IP Software	JMX0605K2LK	1-Oct-03	30-Sep-04	\$600.00	\$528.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WS-C4006-S3	Catalyst 4000 Chassis(6-Slot),Supll w/2 GE, 2 AC P/S, Fan	FOX06391MTZ	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX06520XRJ	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	L1010-CHAS5	LightStream 1010 Chassis	68017308	1-Oct-03	30-Sep-04	\$220.00	\$193.60
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	L1010-ASP-C-FC1	ATM Switch Processor with FC-Per-Class Queueing (no men	17804015	1-Oct-03	30-Sep-04	\$1,160.00	\$1,020.80
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	L1010-CHAS5	LightStream 1010 Chassis	68017305	1-Oct-03	30-Sep-04	\$220.00	\$193.60
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	L1010-ASP-C-FC1	ATM Switch Processor with FC-Per-Class Queueing (no men	17804001	1-Oct-03	30-Sep-04	\$1,160.00	\$1,020.80
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163109	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163103	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163098	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163096	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163095	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163094	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163093	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163091	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163084	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163076	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163073	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163071	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163066	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1618534	MICHIGAN DMB ADMIN SERVICES 611 W OTTAWA 3RD FLOOR LANSING, MI 48909	WAI-T1C-4RJ48=	4 Port T1 (circuit emulation) RJ-48 PAM (spare)	24163065	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1684173	MICHIGAN DMB ADMIN SERVICES 611 N OTTAWA 4TH FLOOR LANSING, MI 48909	WS-C3550-48-SMI	48-10/100 and 2 GBIC ports:Std Multilayer SW Image	CHK0618W18H	1-Oct-03	30-Sep-04	\$400.00	\$352.00



1684173	MICHIGAN DMB ADMN SERVICES 611 N OTTAWA 4TH FLOOR LANSING, MI 48909	WS-C3550-48-SMI	48-10/100 and 2 GBIC ports:Std Multilayer SW Image	CHK0618W18S	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1684173	MICHIGAN DMB ADMN SERVICES 611 N OTTAWA 4TH FLOOR LANSING, MI 48909	WS-C3550-48-SMI	48-10/100 and 2 GBIC ports:Std Multilayer SW Image	CHK0619W02G	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1684173	MICHIGAN DMB ADMN SERVICES 611 N OTTAWA 4TH FLOOR LANSING, MI 48909	WS-C3550-48-SMI	48-10/100 and 2 GBIC ports:Std Multilayer SW Image	CHK0619W0JY	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX0613001E	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX062008GN	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX0621004M	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX06210025	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX0620089S	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX0621000U	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX06220YM1	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	CSS11506-2AC	Cisco 11506 Content Services Switch SCM-2GE HD 2SM 2	JAB0634L01N	1-Oct-03	30-Sep-04	\$3,266.00	\$2,874.08
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	CSS11506-2AC	Cisco 11506 Content Services Switch SCM-2GE HD 2SM 2	JAB0637L017	1-Oct-03	30-Sep-04	\$3,266.00	\$2,874.08
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	CISCO2620	10/100 Ethernet Router w/2 WIC Slots, 1 Network Module S	JMX0708L2KV	1-Oct-03	30-Sep-04	\$392.00	\$344.95
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	CISCO2610	Ethernet Modular Router w/ Cisco IOS IP Software	JMX0707L7MA	1-Oct-03	30-Sep-04	\$392.00	\$344.95
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	WS-C3550-48-SMI	48-10/100 and 2 GBIC ports:Std Multilayer SW Image	CHK0618W0CC	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	WS-C3550-48-SMI	48-10/100 and 2 GBIC ports:Std Multilayer SW Image	CHK0618W0CD	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	WS-C3550-48-SMI	48-10/100 and 2 GBIC ports:Std Multilayer SW Image	CHK0618W0BG	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1698494	MICHIGAN DMB ADMN SERVICES 611 WEST OTTAWA 3RD FLR LANSING, MI 48909	WS-C3550-48-SMI	48-10/100 and 2 GBIC ports:Std Multilayer SW Image	CHK0618W0B4	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1704778	MICHIGAN DMB ADMN SERVICES STATE OF MI DMB LISA MORRISON 071P2002234 611 W. OTTAWA, 3RD FLR LANSING, MI 48909	WS-C3550-48-SMI	48-10/100 and 2 GBIC ports:Std Multilayer SW Image	CHK0621W0HF	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1704778	MICHIGAN DMB ADMN SERVICES STATE OF MI DMB LISA MORRISON 071P2002234 611 W. OTTAWA 3RD FLR LANSING, MI 48909	WS-C3550-48-SMI	48-10/100 and 2 GBIC ports:Std Multilayer SW Image	CHK0621V0Q1	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1704778	MICHIGAN DMB ADMN SERVICES STATE OF MI DMB LISA MORRISON 071P2002234 611 W. OTTAWA 3RD FLR LANSING, MI 48909	WS-C3550-48-SMI	48-10/100 and 2 GBIC ports:Std Multilayer SW Image	CHK0621W0H6	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1704778	MICHIGAN DMB ADMN SERVICES STATE OF MI DMB LISA MORRISON 071P2002234 611 W. OTTAWA 3RD FLR LANSING, MI 48909	WS-C3550-48-SMI	48-10/100 and 2 GBIC ports:Std Multilayer SW Image	CHK0621V0Q8	1-Oct-03	30-Sep-04	\$400.00	\$352.00
1704778	MICHIGAN DMB ADMN SERVICES STATE OF MI DMB LISA MORRISON 071P2002234 611 W. OTTAWA 3RD FLR LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX061500MN	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C5505-S3-E3	Catalyst 5505, w A/C Power / Sup 3 w/ NFFC II (WS-X5530	66555149	1-Oct-03	30-Sep-04	\$2,300.00	\$2,024.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor,1 AC PS, Fan Tray	FOX03430087	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C6509	Catalyst 6509 Chassis, 9 slot, 15RU, No Power Supply	SCA043402A1	1-Oct-03	30-Sep-04	\$6,500.00	\$5,720.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO3661-AC	10/100 E Cisco 3660 6-slot Modular Router-AC with IP SW	JAB043086NA	1-Oct-03	30-Sep-04	\$2,000.00	\$1,760.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO3661-AC	10/100 E Cisco 3660 6-slot Modular Router-AC with IP SW	JAB043086CW	1-Oct-03	30-Sep-04	\$2,000.00	\$1,760.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor,1 AC PS, Fan Tray	FOX04031088	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36



626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor,1 AC PS, Fan Tray	FOX04031088	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7513	Cisco 7513 13-Slot, Dual Bus, 1 RSP2, 1 PS	73003922	1-Oct-03	30-Sep-04	\$9,608.00	\$8,455.04
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7513	Cisco 7513 13-Slot, Dual Bus, 1 RSP2, 1 PS	73010770	1-Oct-03	30-Sep-04	\$9,608.00	\$8,455.04
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7513	Cisco 7513 13-Slot, Dual Bus, 1 RSP2, 1 PS	73010814	1-Oct-03	30-Sep-04	\$9,608.00	\$8,455.04
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	AS5248-56K	^AS5201, 48 Modems(56k), Dual T1	52012431	1-Oct-03	30-Sep-04	\$1,284.00	\$1,129.92
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	AS5248-56K	^AS5201, 48 Modems(56k), Dual T1	52012572	1-Oct-03	30-Sep-04	\$1,284.00	\$1,129.92
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	AS53-96	^AS5300,96 Modems, Quad T1/PRI	AAE97522292	1-Oct-03	30-Sep-04	\$3,465.00	\$3,049.20
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72616892	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	AS5248-56K	^AS5201, 48 Modems(56k), Dual T1	52019315	1-Oct-03	30-Sep-04	\$1,284.00	\$1,129.92
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72617213	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C5505-S3-HDF	WS-C5505 Chas, Sup III w/2-port MMF FEC UL, AC P/S,W	66518680	1-Oct-03	30-Sep-04	\$2,300.00	\$2,024.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C5505-S3-HDF	WS-C5505 Chas, Sup III w/2-port MMF FEC UL, AC P/S,W	66518671	1-Oct-03	30-Sep-04	\$2,300.00	\$2,024.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C5505-S3-HDF	WS-C5505 Chas, Sup III w/2-port MMF FEC UL, AC P/S,W	66518682	1-Oct-03	30-Sep-04	\$2,300.00	\$2,024.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C5505-S3-HDF	WS-C5505 Chas, Sup III w/2-port MMF FEC UL, AC P/S,W	66518675	1-Oct-03	30-Sep-04	\$2,300.00	\$2,024.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C5505-S3-HDF	WS-C5505 Chas, Sup III w/2-port MMF FEC UL, AC P/S,W	66518581	1-Oct-03	30-Sep-04	\$2,300.00	\$2,024.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO7206	^Cisco 7206, 6-Slot chassis, 1 AC Power Supply	72611405	1-Oct-03	30-Sep-04	\$3,150.00	\$2,772.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C5505-S3-E3	Catalyst 5505, w A/C Power / Sup 3 w/ NFFC II (WS-X5530	66549993	1-Oct-03	30-Sep-04	\$2,300.00	\$2,024.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C4003	Catalyst 4000 Chassis (3-Slot), (1) AC Power Supply,Fan Tr	JAB0418009	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C5505	Catalyst 5505 Chassis	66542553	1-Oct-03	30-Sep-04	\$2,300.00	\$2,024.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	WS-C5505	Catalyst 5505 Chassis	66518687	1-Oct-03	30-Sep-04	\$2,300.00	\$2,024.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO3640	^Cisco 3600 4-slot Modular Router-AC with IP Software	JAB041980UU	1-Oct-03	30-Sep-04	\$1,000.00	\$880.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO3640	^Cisco 3600 4-slot Modular Router-AC with IP Software	JAB033683T6	1-Oct-03	30-Sep-04	\$1,000.00	\$880.00
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2610	Ethernet Modular Router w/ Cisco IOS IP Software	JAB03090G51	1-Oct-03	30-Sep-04	\$392.00	\$344.96
626861	STATE OF MICHIGAN 611 WEST OTTAWA 4TH FLOOR LANSING MI 48933	CISCO2610	Ethernet Modular Router w/ Cisco IOS IP Software	JAB03090G8Z	1-Oct-03	30-Sep-04	\$392.00	\$344.96
972008	STATE OF MICHIGAN SDBM CNOO MARY WENSON PO#071P0002317 611 W OTTAWA, 4TH FLOOR LANSING, MI 48933	CISCO3640	^Cisco 3600 4-slot Modular Router-AC with IP Software	JAB042386JP	1-Oct-03	30-Sep-04	\$1,000.00	\$880.00
972008	STATE OF MICHIGAN SDBM CNOO MARY WENSON PO#071P0002317 611 W OTTAWA, 4TH FLOOR LANSING, MI 48933	CISCO3640	^Cisco 3600 4-slot Modular Router-AC with IP Software	JAB042386JQ	1-Oct-03	30-Sep-04	\$1,000.00	\$880.00
972008	STATE OF MICHIGAN SDBM CNOO MARY WENSON PO#071P0002317 611 W OTTAWA, 4TH FLOOR LANSING, MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor,1 AC PS, Fan Tray	FOX04150038	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
972008	STATE OF MICHIGAN SDBM CNOO MARY WENSON PO#071P0002317 611 W OTTAWA, 4TH FLOOR LANSING, MI 48933	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor,1 AC PS, Fan Tray	FOX04150032	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
972059	STATE OF MICHIGAN SDBM CNOO MARY WENSON PO#071P0002270 611 W OTTAWA, 4TH FL LANSING MI 48933	WS-C6509	Catalyst 6509 Chassis, 9 slot, 15RU, No Power Supply	SCA043401ZS	1-Oct-03	30-Sep-04	\$5,500.00	\$5,720.00
	*** End of Quote Q3351450 ***							





Quote Number:  
Quote Amount:  
Original Contract:  
Contract Type:

Q3370207  
\$333,017.08 USD  
1290342  
SMARTnet 8x5xNBD(SNT)

Quote Date: 20-May-03  
Co-Term End Date: 30-Sep-04

Please Note : This Quote is valid for 60 days from the Quote Date

Site ID#	Customer Name	Item Name	Description	Serial Number	Begin Date	End Date	Annualized Price	Quoted Price
1126919	FAMILY INDEPENDENCE AGENCY 1040 SOUTH WINTER ADRIAN, MI 49221	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04213092	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
	FAMILY INDEPENDENCE AGENCY 2233 33RD STREET ALLEGAN, MI 49010	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04230936	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1126923	FAMILY INDEPENDENCE AGENCY 2140 EAST ELLSWORTH ANN ARBOR, MI 48108	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04233714	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1126926	FAMILY INDEPENDENCE AGENCY 190 EAST MICHIGAN BATTLE CREEK, MI 49017	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04212901	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1126926	FAMILY INDEPENDENCE AGENCY 190 EAST MICHIGAN BATTLE CREEK, MI 49017	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04221664	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1126928	FAMILY INDEPENDENCE AGENCY 401 8TH STREET BENTON HARBOR, MI 49022	WS-C6009	Catalyst 6009 Chassis	SCA042705R9	21-Aug-03	30-Sep-04	\$6,250.00	\$6,117.80
1126929	FAMILY INDEPENDENCE AGENCY 2100 NORTH WOODWARD BLOOMFIELD HILLS, MI 48304	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04204463	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1126931	FAMILY INDEPENDENCE AGENCY 10641 WEST WATERGATE CADILLAC, MI 49601	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04213088	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1126933	FAMILY INDEPENDENCE AGENCY 1365 CLEAVER ROAD CARO, MI 48723	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04101039	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1126934	FAMILY INDEPENDENCE AGENCY 325 M 62 HIGHWAY CASSOPOLIS, MI 49031	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04213084	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1126942	FAMILY INDEPENDENCE AGENCY 692 EAST MAIN STREET CENTREVILLE, MI 49032	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04212937	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1126945	FAMILY INDEPENDENCE AGENCY 1050 INDEPENDENCE CHARLOTTE, MI 48813	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04212915	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1126946	FAMILY INDEPENDENCE AGENCY 21885 DUNHAM ROAD CLINTON TOWNSHIP, MI 48036	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04183751	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57



1126950	FAMILY INDEPENDENCE AGENCY 388 KEITH WILLHELM DRIVE COLDWATER, MI 48036	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04213011	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1126956	FAMILY INDEPENDENCE AGENCY 2015 BAILEY STREET DEARBORN, MI 48124	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04213074	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127009	FAMILY INDEPENDENCE AGENCY 4505 OAKMAN DETROIT, MI 48204	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04183702	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127018	FAMILY INDEPENDENCE AGENCY 8031 TIREMAN DETROIT, MI 48204	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04233126	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127021	FAMILY INDEPENDENCE AGENCY 14050 MADDELEIN DETROIT, MI 48205	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04101020	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127021	FAMILY INDEPENDENCE AGENCY 14050 MADDELEIN DETROIT, MI 48205	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04231309	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127024	FAMILY INDEPENDENCE AGENCY 3606 EAST FOREST DETROIT, MI 48207	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04213134	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127026	FAMILY INDEPENDENCE AGENCY 2929 RUSSELL STREET DETROIT, MI 48207	WS-C6009	Catalyst 6009 Chassis	SCA042705XM	21-Aug-03	30-Sep-04	\$6,250.00	\$6,117.80
1127030	FAMILY INDEPENDENCE AGENCY 1801 EAST CANFIELD DETROIT, MI 48207	WS-C6009	Catalyst 6009 Chassis	SCA03316006F	21-Aug-03	30-Sep-04	\$6,250.00	\$6,117.80
1127031	FAMILY INDEPENDENCE AGENCY 1145 WEST GRAND BLVD DETROIT, MI 48208	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04213115	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127032	FAMILY INDEPENDENCE AGENCY 5131 GRAND RIVER DETROIT, MI 48208	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04212997	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127033	FAMILY INDEPENDENCE AGENCY 6534 WEST JEFFERSON DETROIT, MI 48209	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04204464	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127035	FAMILY INDEPENDENCE AGENCY 6821 MEDBURY DETROIT, MI 48211	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04043624	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127036	FAMILY INDEPENDENCE AGENCY 2400 EAST MCNICHOLS DETROIT, MI 48212	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04101009	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127037	FAMILY INDEPENDENCE AGENCY 9841 HARPER DETROIT, MI 48213	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04212950	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127038	FAMILY INDEPENDENCE AGENCY 7608 KERCHEVAL DETROIT, MI 48214	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04213116	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127039	FAMILY INDEPENDENCE AGENCY 4733 CONNER DETROIT, MI 48215	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04112504	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127040	FAMILY INDEPENDENCE AGENCY 2000 WEST LAFAYETTE DETROIT, MI 48216	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04204475	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127043	FAMILY INDEPENDENCE AGENCY 17330 GREYDALE DETROIT, MI 48219	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04183690	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57



1127044	FAMILY INDEPENDENCE AGENCY 14000 SCHOOLCRAFT DETROIT, MI 48227	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04204451	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127045	FAMILY INDEPENDENCE AGENCY 8655 GREENFIELD DETROIT, MI 48228	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04043622	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127049	FAMILY INDEPENDENCE AGENCY 8000 FULLERTON DETROIT, MI 48238	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04080955	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127091	FAMILY INDEPENDENCE AGENCY 2940 COLLEGE AVENUE ESCANABA, MI 49829	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04213095	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127112	FAMILY INDEPENDENCE AGENCY 1399 WEST CENTER ROAD ESSEXVILLE, MI 48732	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04212909	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127113	FAMILY INDEPENDENCE AGENCY 125 EAST UNION STREET FLINT, MI 48502	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX04200091	21-Aug-03	30-Sep-04	\$1,447.00	\$1,416.40
1127113	FAMILY INDEPENDENCE AGENCY 125 EAST UNION STREET FLINT, MI 48502	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04213070	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127113	FAMILY INDEPENDENCE AGENCY 125 EAST UNION STREET FLINT, MI 48502	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04213069	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127113	FAMILY INDEPENDENCE AGENCY 125 EAST UNION STREET FLINT, MI 48502	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04212991	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127113	FAMILY INDEPENDENCE AGENCY 125 EAST UNION STREET FLINT, MI 48502	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04100957	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127113	FAMILY INDEPENDENCE AGENCY 125 EAST UNION STREET FLINT, MI 48502	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04233698	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127116	FAMILY INDEPENDENCE AGENCY 630 SOUTH SAGINAW STREET FLINT, MI 48502	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04230969	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127116	FAMILY INDEPENDENCE AGENCY 630 SOUTH SAGINAW STREET FLINT, MI 48502	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04204524	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127117	FAMILY INDEPENDENCE AGENCY 2320 WEST PIERSON ROAD FLINT, MI 48504	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04043671	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127118	FAMILY INDEPENDENCE AGENCY 415 FRANKLIN SE GRAND RAPIDS, MI 49507	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04230888	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127118	FAMILY INDEPENDENCE AGENCY 415 FRANKLIN SE GRAND RAPIDS, MI 49507	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04231329	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127118	FAMILY INDEPENDENCE AGENCY 415 FRANKLIN SE GRAND RAPIDS, MI 49507	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04231330	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57



1127118	FAMILY INDEPENDENCE AGENCY 415 FRANKLIN SE GRAND RAPIDS, MI 49507	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04230885	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127118	FAMILY INDEPENDENCE AGENCY 415 FRANKLIN SE GRAND RAPIDS, MI 49507	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04213010	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127118	FAMILY INDEPENDENCE AGENCY 415 FRANKLIN SE GRAND RAPIDS, MI 49507	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04183919	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127119	FAMILY INDEPENDENCE AGENCY 5321 28TH STREET SE GRAND RAPIDS, MI 49546	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04230970	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127121	FAMILY INDEPENDENCE AGENCY 2400 DENTON HAMTRAMCK, MI 48212	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04100977	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127125	FAMILY INDEPENDENCE AGENCY 57150 COUNTY ROAD 681 HARTFORD, MI 49057	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04230934	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127128	FAMILY INDEPENDENCE AGENCY 245 PITKIN HIGHLAND PARK, MI 48203	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04213109	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127129	FAMILY INDEPENDENCE AGENCY 396 GLENDALE HIGHLAND PARK, MI 48203	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04213108	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127130	FAMILY INDEPENDENCE AGENCY 13233 HAMILTON HIGHLAND PARK, MI 48203	WS-C6009	^Catalyst 6009 Chassis	SCA042705XG	21-Aug-03	30-Sep-04	\$6,250.00	\$6,117.80
1127132	FAMILY INDEPENDENCE AGENCY 40 CARE DRIVE HILLSDALE, MI 48242	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04230895	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127133	FAMILY INDEPENDENCE AGENCY 12265 JAMES STREET HOLLAND, MI 49424	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04221365	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127138	FAMILY INDEPENDENCE AGENCY 27407 MICHIGAN AVENUE INKSTER, MI 48141	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04212941	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127140	FAMILY INDEPENDENCE AGENCY 301 EAST LOUIS GLICK HIGHWAY JACKSON, MI 49204	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04213098	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127140	FAMILY INDEPENDENCE AGENCY 301 EAST LOUIS GLICK HIGHWAY JACKSON, MI 49204	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04230889	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127150	FAMILY INDEPENDENCE AGENCY 322 STOCKBRIDGE KALAMAZOO, MI 49001	WS-C6009	^Catalyst 6009 Chassis	SCA042705XE	21-Aug-03	30-Sep-04	\$6,250.00	\$6,117.80
1127151	FAMILY INDEPENDENCE AGENCY 5303 SOUTH CEDAR STREET LANSING, MI 48911	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04233724	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127151	FAMILY INDEPENDENCE AGENCY 5303 SOUTH CEDAR STREET LANSING, MI 48911	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04081067	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57



1127153	FAMILY INDEPENDENCE AGENCY 7109 SAGINAW HIGHWAY LANSING, MI 48917	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX04200015	21-Aug-03	30-Sep-04	\$1,447.00	\$1,416.40
1127153	FAMILY INDEPENDENCE AGENCY 7109 SAGINAW HIGHWAY LANSING, MI 48917	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04101029	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127153	FAMILY INDEPENDENCE AGENCY 7109 SAGINAW HIGHWAY LANSING, MI 48917	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04212979	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127153	FAMILY INDEPENDENCE AGENCY 7109 SAGINAW HIGHWAY LANSING, MI 48917	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04231306	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127153	FAMILY INDEPENDENCE AGENCY 7109 SAGINAW HIGHWAY LANSING, MI 48917	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04183676	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127154	FAMILY INDEPENDENCE AGENCY 1505 SUNCREST DRIVE LAPEER, MI 48446	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04230890	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127169	FAMILY INDEPENDENCE AGENCY 999 WEST FORT STREET LINCOLN PARK, MI 48146	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04213114	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127172	FAMILY INDEPENDENCE AGENCY 31170 JOHN R. MADISON HEIGHTS, MI 48071	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04183924	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127174	FAMILY INDEPENDENCE AGENCY 234 WEST BARAGA MARQUETTE, MI 49855	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04212977	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127175	FAMILY INDEPENDENCE AGENCY 1509 WASHINGTON MIDLAND, MI 48640	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04101024	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127176	FAMILY INDEPENDENCE AGENCY 1051 SOUTH TELEGRAPH MONROE, MI 48161	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04212989	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127177	FAMILY INDEPENDENCE AGENCY 1475 SOUTH BAMBER ROAD MOUNT PLEASANT, MI 48858	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04231310	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127270	FAMILY INDEPENDENCE AGENCY 2700 BAKER STREET MUSKEGON HEIGHTS, MI 49444	WS-C6009	Catalyst 6009 Chassis	SCA042705R6	21-Aug-03	30-Sep-04	\$6,250.00	\$6,117.80
1127272	FAMILY INDEPENDENCE AGENCY 1975 WEST MAIN STREET OWOSSO, MI 48867	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04213110	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127274	FAMILY INDEPENDENCE AGENCY 1685 BALDWIN AVENUE PONTIAC, MI 48340	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04230892	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127274	FAMILY INDEPENDENCE AGENCY 1685 BALDWIN AVENUE PONTIAC, MI 48340	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04221457	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127275	FAMILY INDEPENDENCE AGENCY 235 NORTH SAGINAW STREET PONTIAC, MI 48342	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II, (2)AC PS, Fans	FOX04212988	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57



1127276	FAMILY INDEPENDENCE AGENCY 220 FORT STREET PORT HURON, MI 48060	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04100989	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127276	FAMILY INDEPENDENCE AGENCY 220 FORT STREET PORT HURON, MI 48060	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04213130	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127278	FAMILY INDEPENDENCE AGENCY 27260 PLYMOUTH ROAD REDFORD TOWNSHIP, MI 48239	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04080855	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127280	FAMILY INDEPENDENCE AGENCY 38211 VAN BORN ROMULUS, MI 48174	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04212998	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127281	FAMILY INDEPENDENCE AGENCY 411 EAST GENESEE SAGINAW, MI 48605	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX04200090	21-Aug-03	30-Sep-04	\$1,447.00	\$1,416.40
1127281	FAMILY INDEPENDENCE AGENCY 411 EAST GENESEE SAGINAW, MI 48605	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX04200073	21-Aug-03	30-Sep-04	\$1,447.00	\$1,416.40
1127281	FAMILY INDEPENDENCE AGENCY 411 EAST GENESEE SAGINAW, MI 48605	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04043773	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127281	FAMILY INDEPENDENCE AGENCY 411 EAST GENESEE SAGINAW, MI 48605	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04204614	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127281	FAMILY INDEPENDENCE AGENCY 411 EAST GENESEE SAGINAW, MI 48605	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04043634	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127284	FAMILY INDEPENDENCE AGENCY 609 NORTH STATE STANTON, MI 48888	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04100999	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127286	FAMILY INDEPENDENCE AGENCY 44600 DELCO BLVD STERLING HEIGHTS, MI 48313	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04101033	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127287	FAMILY INDEPENDENCE AGENCY 22050 PENNSYLVANIA TAYLOR, MI 48180	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04212990	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127288	FAMILY INDEPENDENCE AGENCY 25350 ECORSE ROAD TAYLOR, MI 48180	WS-C6009	Catalyst 6009 Chassis	SCA042705XF	21-Aug-03	30-Sep-04	\$6,250.00	\$6,117.80
1127289	FAMILY INDEPENDENCE AGENCY 920 HASTINGS STREET TRAVERSE CITY, MI 49685	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04231305	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127290	FAMILY INDEPENDENCE AGENCY 195 LADD WALLED LAKE, MI 48390	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04213125	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127291	FAMILY INDEPENDENCE AGENCY 29600 CIVIC CENTER DRIVE WARREN, MI 48093	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04204473	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1127292	FAMILY INDEPENDENCE AGENCY 1018 NEWELL STREET WHITE CLOUD, MI 49349	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04221390	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57



1127294	FAMILY INDEPENDENCE AGENCY 22 CENTER STREET YPSILANTI, MI 48198	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX04043750	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1406915	FAMILY INDEPENDENCE AGENCY 1000 LONG BLVD LANSING, MI 48913	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX05430A9S	21-Aug-03	30-Sep-04	\$1,447.00	\$1,416.40
1406915	FAMILY INDEPENDENCE AGENCY 1000 LONG BLVD LANSING, MI 48913	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX05430ABE	21-Aug-03	30-Sep-04	\$1,447.00	\$1,416.40
1410154	MICHIGAN FAMILY INDEPENDENT AGENCY 2300 NORTH ADRIAN HIGHWAY ADRIAN TRAINING SCHOOL ATTN: BILL BRIGHT 431P1000805 ADRIAN, MI 49221	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX05094019	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1501426	MICHIGAN FAMILY INDEPENDENT AGENCY MAXEY TRAINING SCHOOL 9036 E. M-36 WHITMORE LAKE, MI 48189	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAB0545Y0S6	31-Aug-03	30-Sep-04	\$475.00	\$453.50
1501426	MICHIGAN FAMILY INDEPENDENT AGENCY MAXEY TRAINING SCHOOL 9036 E. M-36 WHITMORE LAKE, MI 48189	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAB0544U2R2	31-Aug-03	30-Sep-04	\$475.00	\$453.50
1501426	MICHIGAN FAMILY INDEPENDENT AGENCY MAXEY TRAINING SCHOOL 9036 E. M-36 WHITMORE LAKE, MI 48189	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAB0545Y0S3	31-Aug-03	30-Sep-04	\$475.00	\$453.50
1501426	MICHIGAN FAMILY INDEPENDENT AGENCY MAXEY TRAINING SCHOOL 9036 E. M-36 WHITMORE LAKE, MI 48189	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAB0545Y0NQ	31-Aug-03	30-Sep-04	\$475.00	\$453.50
1501426	MICHIGAN FAMILY INDEPENDENT AGENCY MAXEY TRAINING SCHOOL 9036 E. M-36 WHITMORE LAKE, MI 48189	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAB0545Y0SA	31-Aug-03	30-Sep-04	\$475.00	\$453.50
1501426	MICHIGAN FAMILY INDEPENDENT AGENCY MAXEY TRAINING SCHOOL 9036 E. M-36 WHITMORE LAKE, MI 48189	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAB0545Y0RV	31-Aug-03	30-Sep-04	\$475.00	\$453.50
1501426	MICHIGAN FAMILY INDEPENDENT AGENCY MAXEY TRAINING SCHOOL 9036 E. M-36 WHITMORE LAKE, MI 48189	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAB0545Y0SE	31-Aug-03	30-Sep-04	\$475.00	\$453.50
1501426	MICHIGAN FAMILY INDEPENDENT AGENCY MAXEY TRAINING SCHOOL 9036 E. M-36 WHITMORE LAKE, MI 48189	WS-C3508G-XL-EN	Catalyst 3508G XL Enterprise Edition	FAA0544D0E6	31-Aug-03	30-Sep-04	\$475.00	\$453.50
1501426	MICHIGAN FAMILY INDEPENDENT AGENCY MAXEY TRAINING SCHOOL 9036 E. M-36 WHITMORE LAKE, MI 48189	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX0534D60Y	31-Aug-03	30-Sep-04	\$1,675.00	\$1,599.19



1501426	MICHIGAN FAMILY INDEPENDENT AGENCY MAXEY TRAINING SCHOOL 9036 E. M-36 WHITMORE LAKE, MI 48189	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX05350ACJ	31-Aug-03	30-Sep-04	\$1,675.00	\$1,599.19
1501426	MICHIGAN FAMILY INDEPENDENT AGENCY MAXEY TRAINING SCHOOL 9036 E. M-36 WHITMORE LAKE, MI 48189	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II, (2)AC PS, Fans	FOX05350DYC	31-Aug-03	30-Sep-04	\$1,675.00	\$1,599.19
1501426	MICHIGAN FAMILY INDEPENDENT AGENCY MAXEY TRAINING SCHOOL 9036 E. M-36 WHITMORE LAKE, MI 48189	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition		31-Aug-03	30-Sep-04	\$475.00	\$453.50
1570313	MICHIGAN FAMILY INDEPENDENT AGENCY 2924 SANDERS ROAD LANSING, MI 48917	WS-C6513	Cat 6513 Chassis, 13slot, 19RU, No Pow Supply, No Fan Tr	TBA05510189	1-Oct-03	30-Sep-04	\$11,000.00	\$9,680.00
1570313	MICHIGAN FAMILY INDEPENDENT AGENCY 2924 SANDERS ROAD LANSING, MI 48917	WS-C6513	Cat 6513 Chassis, 13slot, 19RU, No Pow Supply, No Fan Tr	TBA05510088	1-Oct-03	30-Sep-04	\$11,000.00	\$9,680.00
1570313	MICHIGAN FAMILY INDEPENDENT AGENCY 2924 SANDERS ROAD LANSING, MI 48917	WS-C2950C-24	24 10/100 ports with 2 100BASE-FX uplinks, Enhanced Imaj	FHK0625Z0PS	21-Aug-03	30-Sep-04	\$200.00	\$195.77
1570313	MICHIGAN FAMILY INDEPENDENT AGENCY 2924 SANDERS ROAD LANSING, MI 48917	WS-C2950C-24	24 10/100 ports with 2 100BASE-FX uplinks, Enhanced Imaj	FHK0625Z0PE	21-Aug-03	30-Sep-04	\$200.00	\$195.77
1570313	MICHIGAN FAMILY INDEPENDENT AGENCY 2924 SANDERS ROAD LANSING, MI 48917	WS-C2950C-24	24 10/100 ports with 2 100BASE-FX uplinks, Enhanced Imaj	FHK0625Y0QR	21-Aug-03	30-Sep-04	\$200.00	\$195.77
1570313	MICHIGAN FAMILY INDEPENDENT AGENCY 2924 SANDERS ROAD LANSING, MI 48917	WS-C2950C-24	24 10/100 ports with 2 100BASE-FX uplinks, Enhanced Imaj	FHK0625Z0K8	21-Aug-03	30-Sep-04	\$200.00	\$195.77
1570313	MICHIGAN FAMILY INDEPENDENT AGENCY 2924 SANDERS ROAD LANSING, MI 48917	WS-C2950C-24	24 10/100 ports with 2 100BASE-FX uplinks, Enhanced Imaj	FHK0625Y0QU	21-Aug-03	30-Sep-04	\$200.00	\$195.77
1570313	MICHIGAN FAMILY INDEPENDENT AGENCY 2924 SANDERS ROAD LANSING, MI 48917	WS-C2950C-24	24 10/100 ports with 2 100BASE-FX uplinks, Enhanced Imaj	FHK0625Y0QN	21-Aug-03	30-Sep-04	\$200.00	\$195.77
1570313	MICHIGAN FAMILY INDEPENDENT AGENCY 2924 SANDERS ROAD LANSING, MI 48917	WS-C2950C-24	24 10/100 ports with 2 100BASE-FX uplinks, Enhanced Imaj	FHK0624Y27H	21-Aug-03	30-Sep-04	\$200.00	\$195.77
1570313	MICHIGAN FAMILY INDEPENDENT AGENCY 2924 SANDERS ROAD LANSING, MI 48917	WS-C2950C-24	24 10/100 ports with 2 100BASE-FX uplinks, Enhanced Imaj	FHK0625Y0QE	21-Aug-03	30-Sep-04	\$200.00	\$195.77
1570313	MICHIGAN FAMILY INDEPENDENT AGENCY 2924 SANDERS ROAD LANSING, MI 48917	WS-C2950C-24	24 10/100 ports with 2 100BASE-FX uplinks, Enhanced Imaj	FHK0625Y0QX	21-Aug-03	30-Sep-04	\$200.00	\$195.77
1570313	MICHIGAN FAMILY INDEPENDENT AGENCY 2924 SANDERS ROAD LANSING, MI 48917	WS-C2950C-24	24 10/100 ports with 2 100BASE-FX uplinks, Enhanced Imaj	FHK0625Z0P2	21-Aug-03	30-Sep-04	\$200.00	\$195.77
1570313	MICHIGAN FAMILY INDEPENDENT AGENCY 2924 SANDERS ROAD LANSING, MI 48917	WS-C2950C-24	24 10/100 ports with 2 100BASE-FX uplinks, Enhanced Imaj	FHK0625Z0PY	21-Aug-03	30-Sep-04	\$200.00	\$195.77











1843556	MICHIGAN FIA 235 SOUTH GRAND AVENUE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX0547097X	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1843556	MICHIGAN FIA 235 SOUTH GRAND AVENUE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX0548008C	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1843556	MICHIGAN FIA 235 SOUTH GRAND AVENUE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX0548004C	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1843556	MICHIGAN FIA 235 SOUTH GRAND AVENUE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX05480047	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1843556	MICHIGAN FIA 235 SOUTH GRAND AVENUE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX054904ZJ	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1843556	MICHIGAN FIA 235 SOUTH GRAND AVENUE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX0547097Z	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1843556	MICHIGAN FIA 235 SOUTH GRAND AVENUE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX054709BJ	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1843556	MICHIGAN FIA 235 SOUTH GRAND AVENUE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX0548002J	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1843556	MICHIGAN FIA 235 SOUTH GRAND AVENUE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX05480005	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1843556	MICHIGAN FIA 235 SOUTH GRAND AVENUE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX054800AT	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1843556	MICHIGAN FIA 235 SOUTH GRAND AVENUE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX06170KBU	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1843556	MICHIGAN FIA 235 SOUTH GRAND AVENUE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX06170KBR	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1843556	MICHIGAN FIA 235 SOUTH GRAND AVENUE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX06170KBT	21-Aug-03	30-Sep-04	\$1,675.00	\$1,639.57
1843563	MICHIGAN FIA HOLLISTER BUILDING 106 WEST ALLEGAN LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX05470997	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1843563	MICHIGAN FIA HOLLISTER BUILDING 106 WEST ALLEGAN LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvr II,(2)AC PS, Fans	FOX054700B9	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
	*** End of Quote Q3370207 ***							\$293,055.06





Quote Number: Q3370218  
 Quote Amount: \$104,096.00 USD  
 Original Contract: 1386386  
 Contract Type: SMARTnet 8x5xNBD(SNT)

Quote Date: 20-May-03  
 Co-Term End Date: 30-Sep-04

Please Note : This Quote is valid for 60 days from the Quote Date

Site ID#	Customer Name	Item Name	Description	Serial Number	Begin Date	End Date	Annualized Price	Quoted Price
1271481	MICHIGAN FAMILY INDEPENDENCE AGENCY 235 SOUTH GRAND AVENUE SUITE 912 INFORMATION TECHNOLOGY AND MGMT SERVICE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05088376	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1271481	MICHIGAN FAMILY INDEPENDENCE AGENCY 235 SOUTH GRAND AVENUE SUITE 912 INFORMATION TECHNOLOGY AND MGMT SERVICE LANSING, MI 48933	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05087875	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1543022	MICHIGAN FAMILY INDEPENDENCE AGENCY 1399 WEST CENTER ROAD ESSEXVILLE, MI 48732	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05088413	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1543507	MICHIGAN FAMILY INDEPENDENCE AGENCY 2100 N WOODWARD BLOOMFIELD HILLS, MI 48304	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05087783	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1543508	MICHIGAN FAMILY INDEPENDENCE AGENCY 444 E HOUGHTON WEST BRANCH, MI 48661	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05087829	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1543509	MICHIGAN FAMILY INDEPENDENCE AGENCY 827 SOUTH HURON STREET CHEBOYGAN, MI 49721	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05087850	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1543523	MICHIGAN FAMILY INDEPENDENCE AGENCY 725 RICHARD DRIVE HARRISON, MI 48625	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05088313	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1543525	MICHIGAN FAMILY INDEPENDENCE AGENCY 483 EAST 3 MILE ROAD SAULT SAINTE MARIE, MI 49783	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05088269	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00



1543532	MICHIGAN FAMILY INDEPENDENCE AGENCY 1911 SAND BEACH BAD AXE, MI 48413	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05088398	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1543533	MICHIGAN FAMILY INDEPENDENCE AGENCY 2300 EAST GRAND RIVER HOWELL, MI 48843	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05088323	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1543547	MICHIGAN FAMILY INDEPENDENCE AGENCY 515 SOUTH SANDUSKY ROAD SANDUSKY, MI 48471	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot),Suprvsr II,(2)AC PS, Fans	FOX05088411	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1543548	MICHIGAN FAMILY INDEPENDENCE AGENCY 290 HURON STREET GRAYLING, MI 49738	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S,Sup.Eng.I, 80 10/100 FE + 2	FOX04530611	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543580	MICHIGAN FAMILY INDEPENDENCE AGENCY 205 E CAYUGA BELLAIRE, MI 49615	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S,Sup.Eng.I, 80 10/100 FE + 2	FOX04530654	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543581	MICHIGAN FAMILY INDEPENDENCE AGENCY 200 QUINCY STREET HANCOCK, MI 49930	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S,Sup.Eng.I, 80 10/100 FE + 2	FOX04530644	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543584	MICHIGAN FAMILY INDEPENDENCE AGENCY 11636 M 32 WEST ATLANTA, MI 49709	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S,Sup.Eng.I, 80 10/100 FE + 2	FOX04530643	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543588	MICHIGAN FAMILY INDEPENDENCE AGENCY 2145 EAST HURON ROAD EAST TAWAS, MI 48730	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S,Sup.Eng.I, 80 10/100 FE + 2	FOX04530640	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543589	MICHIGAN FAMILY INDEPENDENCE AGENCY 250 NORTH STATE STREET GLADWIN, MI 48624	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S,Sup.Eng.I, 80 10/100 FE + 2	FOX04530642	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543630	MICHIGAN FAMILY INDEPENDENCE AGENCY 199 FERRY LANE SAINT IGNACE, MI 49781	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S,Sup.Eng.I, 80 10/100 FE + 2	FOX04530732	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543631	MICHIGAN FAMILY INDEPENDENCE AGENCY 3709 DEEP RIVER ROAD STANDISH, MI 48658	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S,Sup.Eng.I, 80 10/100 FE + 2	FOX04530696	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543643	MICHIGAN FAMILY INDEPENDENCE AGENCY 800 LIVINGSTON BLVD GAYLORD, MI 49735	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX04340002	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36



1543643	MICHIGAN FAMILY INDEPENDENCE AGENCY 800 LIVINGSTON BLVD GAYLORD, MI 49735	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04530756	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543647	MICHIGAN FAMILY INDEPENDENCE AGENCY 1205 NORTH FRONT STREET NILES, MI 49120	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04530743	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543660	MICHIGAN FAMILY INDEPENDENCE AGENCY 19700 HALL ROAD CLINTON TOWNSHIP, MI 48038	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04530840	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543663	MICHIGAN FAMILY INDEPENDENCE AGENCY 4901 TOWN CENTER SAGINAW, MI 48604	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04530839	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543666	MICHIGAN FAMILY INDEPENDENCE AGENCY 1672 US 31 SOUTH MANISTEE, MI 49860	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04460606	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543669	MICHIGAN FAMILY INDEPENDENCE AGENCY 220 E CHURCH REED CITY, MI 49677	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04530829	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543694	MICHIGAN FAMILY INDEPENDENCE AGENCY 899 W BALTIMORE DETROIT, MI 48202	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX05076084	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543695	MICHIGAN FAMILY INDEPENDENCE AGENCY 2612 TENTH STREET MENOMINEE, MI 49858	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04530856	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1543697	MICHIGAN FAMILY INDEPENDENCE AGENCY 1111 FULTON GRAND HAVEN, MI 49417	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04440121	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1544138	MICHIGAN FAMILY INDEPENDENCE AGENCY 2140 E ELLSWORTH ANN ARBOR, MI 48108	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvr II, (2) AC PS, Fans	FOX05088296	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1544139	MICHIGAN FAMILY INDEPENDENCE AGENCY 101 N ALBOIN ALBION, MI 49224	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvr II, (2) AC PS, Fans	FOX05087852	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1544139	MICHIGAN FAMILY INDEPENDENCE AGENCY 101 N ALBOIN ALBION, MI 49224	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX05010436	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1544174	MICHIGAN FAMILY INDEPENDENCE AGENCY 200 WEST 5TH STREET MIO, MI 48647	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04440021	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36



1544178	MICHIGAN FAMILY INDEPENDENCE AGENCY 111 UNION STREET ROSCOMMON, MI 48653	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng.I, 80 10/100 FE + 2	FOX04362499	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1544205	MICHIGAN FAMILY INDEPENDENCE AGENCY BLVD LUDINGTON, MI 49431	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX05088314	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1544248	MICHIGAN FAMILY INDEPENDENCE AGENCY 920 E LINCOLN IONIA, MI 48846	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX05087839	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1544278	MICHIGAN FAMILY INDEPENDENCE AGENCY 5321 28TH STREET SE GRAND RAPIDS, MI 49546	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX05088311	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1544278	MICHIGAN FAMILY INDEPENDENCE AGENCY 5321 28TH STREET SE GRAND RAPIDS, MI 49546	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng.I, 80 10/100 FE + 2	FOX05010323	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1544279	MICHIGAN FAMILY INDEPENDENCE AGENCY 4201 ST ANTOINE DETROIT, MI 48201	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX05087895	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1544280	MICHIGAN FAMILY INDEPENDENCE AGENCY 8031 TIREMAN DETROIT, MI 48204	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX05087826	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1544282	MICHIGAN FAMILY INDEPENDENCE AGENCY 31170 JOHN R MADISON HEIGHTS, MI 48071	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX05087841	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1544283	MICHIGAN FAMILY INDEPENDENCE AGENCY 800 WATER TOWER ROAD BIG RAPIDS, MI 49307	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX05087854	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1544313	MICHIGAN FAMILY INDEPENDENCE AGENCY 25350 ECORSE ROAD TAYLOR, MI 48180	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX05086156	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1544317	MICHIGAN FAMILY INDEPENDENCE AGENCY 27260 PLYMOUTH ROAD REDFORD TOWNSHIP, MI 48239	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II,(2)AC PS, Fans	FOX05088359	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1544720	MICHIGAN FAMILY INDEPENDENCE AGENCY 322 STOCKBRIDGE KALAMAZOO, MI 49001	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng.I, 80 10/100 FE + 2	FOX05010232	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1544723	MICHIGAN FAMILY INDEPENDENCE AGENCY 108 MAIN STREET BARAGA, MI 49908	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng.I, 80 10/100 FE + 2	FOX05010490	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36



1544725	MICHIGAN FAMILY INDEPENDENCE AGENCY 337 BRADY AVENUE CASPIAN, MI 49915	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX05020091	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1544727	MICHIGAN FAMILY INDEPENDENCE AGENCY 201 WEST RAILROAD STREET SAINT JOHNS, MI 48879	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04533042	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1544728	MICHIGAN FAMILY INDEPENDENCE AGENCY 536 S STATE SPARTA, MI 49345	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX05010059	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1544731	MICHIGAN FAMILY INDEPENDENCE AGENCY 1238 CARPENTER AVENUE IRON MOUNTAIN, MI 49801	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04533041	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1544763	MICHIGAN FAMILY INDEPENDENCE AGENCY 2229 SUMMIT PARK DRIVE PETOSKEY, MI 49770	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04533018	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1544765	MICHIGAN FAMILY INDEPENDENCE AGENCY 205 NORTH STATE STREET HARRISVILLE, MI 48740	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX05076099	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1544767	MICHIGAN FAMILY INDEPENDENCE AGENCY 06429 M 66 HIGHWAY CHARLEVOIX, MI 49720	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX05010336	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1544781	MICHIGAN FAMILY INDEPENDENCE AGENCY 201 COMMERCE DRIVE ITHACA, MI 48847	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II, (2) AC PS, Fans	FOX05087847	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1555157	MICHIGAN FAMILY INDEPENDENCE AGENCY 535 RUSSELL ROAD HART, MI 49420	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprvsr II, (2) AC PS, Fans	FOX05088309	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1555158	MICHIGAN FAMILY INDEPENDENCE AGENCY 101 COURT STREET MUNISING, MI 49882	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04460473	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1555159	MICHIGAN FAMILY INDEPENDENCE AGENCY 500 WEST MCMILLAN NEWBERRY, MI 49868	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04530841	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1555162	MICHIGAN FAMILY INDEPENDENCE AGENCY 1242 WEST THIRD STREET ROGERS CITY, MI 49779	WS-C4003-S1-82	Catalyst 4003 chassis, AC P/S, Sup. Eng. I, 80 10/100 FE + 2	FOX04530854	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36













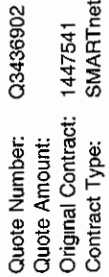
Quote Number: Q3370234  
Quote Amount:  
Original Contract:  
Contract Type: SMARTnet 8x5xNBD(SNT)

Quote Date: 20-May-03  
Co-Term End Date: 30-Sep-04

Please Note : This Quote is valid for 60 days from the Quote Date

Site ID#	Customer Name	Item Name	Description	Serial Number	Begin Date	End Date	Annualized Price	Quoted Price
	STATE OF MICHIGAN 234 SOUTH GRAND AVENUE LANSING, MI 48933	WS-C4006	Catalyst 4006 Chassis (6-Slot), 2 AC PS, Fan Tray (Spare)	FOX04112656	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
							\$1,474.00	





Quote Date: 11-Jul-03  
Co-Term End Date: 15-Sep-04

**Please Note :** This Quote is valid for 60 days from the Quote Date

Site ID#	Customer Name	Item Name	Description	Serial Number	Begin Date	End Date	Annualized Price	Quoted Price
1406915	FAMILY INDEPENDENCE AGENCY 1000 LONG BLVD LANSING, MI 48913	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX05075744	21-Aug-03	30-Sep-04	\$2,098.00	\$1,977.76

**\$1,977.76**





Quote Number: Q3391913

Original Contract: 1447847

Contract Type: Soft-ware Application Support(SAS)

Please Note : This Quote is valid for 60 days from the Quote De

Site ID#	Customer Name	Item Name	Description
1428224	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003434 LANSING, MI 48911	CWLMs-2.0	✓CiscoWorks,LAN Management 2.0 WIN/SOL; CM, DFM, R
1428224	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003434 LANSING, MI 48911	CWRW-1.1	✓CiscoWorks, Routed WAN Mgmt1.1-WIN/SOL;ACL,IPM,R
*** End of Quote Q3391913 ***			



Quote Date: 3-Jun-03  
Co-Term End Date: 1 Year

ate

Serial Number	Begin Date	End Date	Annualized Price	Quoted Price
	1-Oct-03	30-Sep-04	\$4,000.00	\$3,520.00
	1-Oct-03	30-Sep-04	\$3,500.00	\$3,080.00
				\$6,600.00





Quote Number: Q3387053

Quote Date: 29-May-03

Original Contract: 2071129

Co-Term End Date: 30-Sep-04

Contract Type: SMARTnet 8x5xNBD(SNT)

Please Note : This Quote is valid for 60 days from the Quote Date

Site ID#	Customer Name	Item Name	Description	Serial Number	Begin Date	End Date	Annualized Price	Quoted Price
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAA0508M0RR	1-Oct-03	30-Sep-04	\$475.00	\$418.00
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAA0508G0CT	1-Oct-03	30-Sep-04	\$475.00	\$418.00
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	CISCO2611	Dual Ethernet Modular Router w/ Cisco IOS IP Software	JMX0518K0FA	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	CISCO2611	Dual Ethernet Modular Router w/ Cisco IOS IP Software	JMX0518K0F9	1-Oct-03	30-Sep-04	\$392.00	\$344.96
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C1924-EN	24 Port 10Mb Switch, 2 100BaseTX Ports, ISL, CGMP, RMC	FAB0517Y0BQ	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAB0526M1D9	1-Oct-03	30-Sep-04	\$475.00	\$418.00
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Supvrsr II, (2)AC PS, Fans	FOX05330PWD	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAB0534N099	1-Oct-03	30-Sep-04	\$475.00	\$418.00



1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II,(2)AC PS, Fans	FOX05340LAL	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C2924-XL-EN	24-port 10/100 Switch (Enterprise Edition)	FOC0534Y0PC	1-Oct-03	30-Sep-04	\$160.00	\$140.80
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAB0537Q00U	1-Oct-03	30-Sep-04	\$475.00	\$418.00
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAB0536M1W5	1-Oct-03	30-Sep-04	\$475.00	\$418.00
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAB0537V2W9	1-Oct-03	30-Sep-04	\$475.00	\$418.00
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAB0537M1ZX	1-Oct-03	30-Sep-04	\$475.00	\$418.00
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FAB0537V1L2	1-Oct-03	30-Sep-04	\$475.00	\$418.00
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C2924-XL-EN	24-port 10/100 Switch (Enterprise Edition)	FOC0534Y0QJ	1-Oct-03	30-Sep-04	\$160.00	\$140.80
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C2924-XL-EN	24-port 10/100 Switch (Enterprise Edition)	FOC0534Z0U0	1-Oct-03	30-Sep-04	\$160.00	\$140.80
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C2924-XL-EN	24-port 10/100 Switch (Enterprise Edition)	FOC0534Y0QD	1-Oct-03	30-Sep-04	\$160.00	\$140.80



1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C2924-XL-EN	24-port 10/100 Switch (Enterprise Edition)	FOC0534Z0UW	1-Oct-03	30-Sep-04	\$160.00	\$140.80
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C1924-EN-BU	WS-C1924-EN-5PACK BUNDLE	FAB0545W01G	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C1924-EN-BU	WS-C1924-EN-5PACK BUNDLE	FAB0545Q0D6	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C1924-EN-BU	WS-C1924-EN-5PACK BUNDLE	FAB0545U0KX	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C1924-EN-BU	WS-C1924-EN-5PACK BUNDLE	FAB0545Q0DZ	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C2950-24	24 port, 10/100 Catalyst Switch, Standard Image only	FAB0546W38Z	1-Oct-03	30-Sep-04	\$160.00	\$140.80
1409154	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003332 LANSING, MI 48911	WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	FHK0613X12G	1-Oct-03	30-Sep-04	\$475.00	\$418.00
1428341	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P1003447 LANSING, MI 48911	WS-C2924-XL-EN	24-port 10/100 Switch (Enterprise Edition)	FOC0534Z0SX	1-Oct-03	30-Sep-04	\$160.00	\$140.80
1522984	MICHIGAN DEPT OF CONSUMER & INDUSTRY 6545 MERCANTILE WAY STE 5-B ATTN: SANDI THORNE 631P2000888 LANSING, MI 48911	WS-C2950-24	24 port, 10/100 Catalyst Switch, Standard Image only	FAB0549W1UJ	1-Oct-03	30-Sep-04	\$160.00	\$140.80
1532962	MICHIGAN DEPT OF CONSUMER IND 6546 MERCANTILE WAY LANSING, MI 48909	WS-C5509-S3	Catalyst 5509, w A/C Power and Sup 3 w/ NFFC (WS-X553)	67505134	1-Oct-03	30-Sep-04	\$4,600.00	\$4,048.00
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C5505	Catalyst 5505 Chassis	66521988	1-Oct-03	30-Sep-04	\$2,300.00	\$2,024.00



1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C5500	Catalyst 5500 Chassis		69075691	1-Oct-03	30-Sep-04	\$5,750.00	\$5,060.00
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C1924-EN-BU	WS-C1924-EN-5PACK BUNDLE		FAB0447N1DH	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C1924-EN-BU	WS-C1924-EN-5PACK BUNDLE		FAB0447N1GD	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C1924-EN-BU	WS-C1924-EN-5PACK BUNDLE		FAB0447M1M9	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C1924-EN-BU	WS-C1924-EN-5PACK BUNDLE		FAB0447M1MF	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C1924-EN-BU	WS-C1924-EN-5PACK BUNDLE		FAB0447N1GP	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C1924-EN-BU	WS-C1924-EN-5PACK BUNDLE		FAB0447M1M8	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C1924-EN-BU	WS-C1924-EN-5PACK BUNDLE		FAB0447M1MK	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II,(2)AC PS, Fans		FOX04475320	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II,(2)AC PS, Fans		FOX04475390	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II,(2)AC PS, Fans		FOX05032423	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II,(2)AC PS, Fans		FOX05032039	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II,(2)AC PS, Fans		FOX05033278	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C1924-EN-BU	WS-C1924-EN-5PACK BUNDLE		FAB0522T095	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1532965	MICHIGAN DEPT OF CONSUMER IND 6500 MERCANTILE WAY SUITE 2 LANSING, MI 48909	WS-C1924-EN-BU	WS-C1924-EN-5PACK BUNDLE		FAB0522T078	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1532966	MICHIGAN DEPT OF CONSUMER IND 7201 W SAGINAW FUNDS ADMIN. LANSING, MI 48909	WS-C5509-S2G	Catalyst 5509, w A/C Power and Supervisor 2G (WS-C5540)		67520924	1-Oct-03	30-Sep-04	\$4,600.00	\$4,048.00
1532963	MICHIGAN DEPT OF CONSUMER IND 2942 FULLER GRAND RAPIDS, MI 49503	WS-C1924-EN-BU	WS-C1924-EN-5PACK BUNDLE		FAB0522T088	1-Oct-03	30-Sep-04	\$236.00	\$207.68



1532988	MICHIGAN DEPT OF CONSUMER IND 940 NORTH 10TH STREET KALAMAZOO, MI 49001	WS-C1924-EN-BU	^WS-C1924-EN-5PACK BUNDLE	FAB0348S0SJ	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1532989	MICHIGAN DEPT OF CONSUMER IND 2501 WOODLAKE CIRCLE OKEMOS, MI 48805	WS-C1924-EN-BU	^WS-C1924-EN-5PACK BUNDLE	FAB0346S0TP	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1533015	MICHIGAN DEPT OF CONSUMER IND 701 S ELMWOOD LANSING, MI 48909	WS-C1924-EN-BU	^WS-C1924-EN-5PACK BUNDLE	FAB0522T08B	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1533015	MICHIGAN DEPT OF CONSUMER IND 701 S ELMWOOD LANSING, MI 48909	WS-C1924-EN-BU	^WS-C1924-EN-5PACK BUNDLE	FAB0522T08Q	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1533036	MICHIGAN DEPT OF CONSUMER IND 333 SOUTH CAPITOL AVENUE TOWN CENTER BUILDING LANSING, MI 48909	WS-C5509-S3G	Catalyst 5509, w A/C Power and Supervisor 3G (WS-C5550)	67520962	1-Oct-03	30-Sep-04	\$4,600.00	\$4,048.00
1533037	MICHIGAN DEPT OF CONSUMER IND 611 W OTTAWA OTTAWA BUILDING, 2ND FLOOR LANSING, MI 48909	WS-C4003-S1	Cat4000 Chassis(3-slot), Supervisor, 1 AC PS, Fan Tray	FOX03220106	1-Oct-03	30-Sep-04	\$1,447.00	\$1,273.36
1533037	MICHIGAN DEPT OF CONSUMER IND 611 W OTTAWA OTTAWA BUILDING, 2ND FLOOR LANSING, MI 48909	WS-C5509-S2G	Catalyst 5509, w A/C Power and Supervisor 2G (WS-C5540)	67515434	1-Oct-03	30-Sep-04	\$4,600.00	\$4,048.00
1533037	MICHIGAN DEPT OF CONSUMER IND 611 W OTTAWA OTTAWA BUILDING, 2ND FLOOR LANSING, MI 48909	WS-C5509-S2G	Catalyst 5509, w A/C Power and Supervisor 2G (WS-C5540)	67515427	1-Oct-03	30-Sep-04	\$4,600.00	\$4,048.00
1533056	MICHIGAN DEPT OF CONSUMER IND 6545 MERCANTILE WAY 2ND FLOOR PSC LANSING, MI 48909	WS-C1924-EN-BU	^WS-C1924-EN-5PACK BUNDLE	FAB0346S0U4	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1533056	MICHIGAN DEPT OF CONSUMER IND 6545 MERCANTILE WAY 2ND FLOOR PSC LANSING, MI 48909	WS-C1924-EN-BU	^WS-C1924-EN-5PACK BUNDLE	FAB0346V0UY	1-Oct-03	30-Sep-04	\$236.00	\$207.68
1533056	MICHIGAN DEPT OF CONSUMER IND 6545 MERCANTILE WAY 2ND FLOOR PSC LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II,(2)AC PS, Fans	FOX04044087	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1533056	MICHIGAN DEPT OF CONSUMER IND 6545 MERCANTILE WAY 2ND FLOOR PSC LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II,(2)AC PS, Fans	FOX04044088	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1533056	MICHIGAN DEPT OF CONSUMER IND 6545 MERCANTILE WAY 2ND FLOOR PSC LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II,(2)AC PS, Fans	FOX04044091	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1533056	MICHIGAN DEPT OF CONSUMER IND 6545 MERCANTILE WAY 2ND FLOOR PSC LANSING, MI 48909	WS-C4006-S2	Catalyst 4000 Chassis (6-Slot), Suprsvr II,(2)AC PS, Fans	FOX0619013S	1-Oct-03	30-Sep-04	\$1,675.00	\$1,474.00
1533058	MICHIGAN DEPT OF CONSUMER IND 1200 SIXTH STREET DETROIT PLAZA DETROIT, MI 48201	WS-C1924-EN-BU	^WS-C1924-EN-5PACK BUNDLE	FAB0348S10E	1-Oct-03	30-Sep-04	\$236.00	\$207.68



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**\$85,142.64**